

enforce delivery of such possession under the Act respecting overholding tenants, and the then current rental should immediately become due and payable.

(10). That in case the parties of the second part should, without the consent of the association, cease racing or neglect to continue their race meetings, for the space of fifteen days, save for the purposes hereinbefore mentioned, they should cease to have any rights under this agreement, and, unless they give notice of such abandonment, they should be liable to pay at the rate of \$30.00 per day for every day of such abandonment without notice, and the association might resume possession at any time after such notice or after the expiration of such period of fifteen days.

(11). That this agreement should not interfere with or affect the rights and privileges of the lessee of the club house and premises and other things mentioned in his lease.

(12). That this agreement or the rights thereunder should not be sold, transferred, assigned or sublet without the consent, first had, of the association, in writing.

During the currency of the period the association, by a resolution of of their board of directors, at a meeting held in accordance with their by-laws, declared the agreement void and at an end, and served upon the plaintiffs a notice stating that the plaintiff and the other party of the second part had violated the agreement in certain ways and manners, specified and set out, and that the association had resumed possession of the track and of the lands and premises in connection therewith, and had declared the agreement null and void.

Held, that the agreement was not a lease, but a mere license, and the relationship of landlord and tenant did not exist between the contracting parties.

The granting part was free from ambiguity in respect of the character and quantity of the interest that was intended to pass by it; it is the proper office of this part of the deed to denote what the premises or things are that are granted, and it is the place where the intent of the grantor and what he has actually done in that respect is more particularly to be looked for; recourse must be had to the proper and efficient part of the deed to see whether the grantor has actually granted what it is urged that his expressions denote that he supposed he had granted, for the question properly is not what he supposed he had done, but what he really has done by his grant. There was nothing in the granting part of this document shewing a grant of the exclusive right of entry or the exclusive right of possession during the period indicated. The privilege of using for certain defined purposes was what and all that was granted by these words, and this fell short of what is necessary to constitute a lease.

Even if the granting words were considered ambiguous, there was nothing in the other parts of the document of sufficient force and clearness