Samuel Quigley, on 11th April, 1901, conveyed the 30-foot parcel (lot A), to one Hincks "together with the rights of way and user in the will of Malachi Quigley . . . described and thereby devised to the party of the first part and his assigns."

This conveyance does not grant to Hincks Quigley's title to the yard and lane as tenant in common—but only his right as owner of one of the dominant tenements to the easements appurtenant to the 30-foot parcel as defined by the will.

The right of way now claimed by the plaintiff is not appurtenant to the parcel of which he is the owner, *i.e.*, the 30-foot lot. Quigley may have been enjoying the use of the land in question as a means of access to the yard, and it may be that the title he was acquiring under the statute would have passed to his grantee of the yard, but he is still owner, as one of several tenants in common of the yard and lane—subject to the various rights and easements created by the will.

Further, the right, if any, which Quigley was acquiring, was a right of way to and from the yard and lane—and of which he was a tenant in common, and not a right of access to the 30-foot parcel. The way is in no sense appurtenant to it.

The evidence as to user is most unsatisfactory. No doubt a great deal of traffic went over this land—most, if not all, being to the rear of the stores—occasionally teams and passengers may have gone to the rear of the cottages on the 30 feet. No one was called to shew any such user during the last few years who had any real knowledge of the facts. The occupants of the cottages were not called—those who used the way were not called—and Allen, a most estimable man who seemed to devote much time to watching the traffic, on cross-examination had to admit that all he knew was that teams drove into the yard and that he had no knowledge whether this was on the business of the plaintiff's tenants or on the business of any of the other tenants whose premises backed on this common yard.

On the evidence I cannot find that the alleged easement "has been . . . enjoyed by any person claiming right thereto without interruption for the full period of twenty years," next before this action—as I must find before I can declare that there is an easement by prescription.

The easement claimed is by no means essential to the beneficial enjoyment of the plaintiff's premises. The lane