

Lake sold to Charles Sheppard the premises known as 46, now owned by plaintiff, he having bought it from Josiah Thorley on 14th July, 1906, the title coming in direct line from Lake through Sheppard and others to him.

On 2nd January, 1872, Lake sold the other part of his property, being the premises known as lots 48 and 50 on the north side of Albert street, to one Max Sheppard, and defendants now own these premises, claiming in direct line from Lake through Max Sheppard and others.

Plaintiff claims the right to enjoy free access of light to 46 Albert street, as it was enjoyed on 8th November, 1871, in respect of 2 windows in the main body of the house, one up-stairs and one down-stairs, facing northerly, and 4 windows in an addition by way of extension to the main house, called the "L." of said house, these windows facing westerly and about 5 feet from the easterly limit of 48.

The northerly window of these 4 is not an ancient light, as this L. has been extended and the northerly window put in since 8th November, 1871.

At the trial and for the purpose of the present action it was conceded by defendants that plaintiff had by grant acquired the right to the enjoyment of access of light to his property, and it was contended that the right had not been interfered with to an actionable extent. . . .

Plaintiff purchased No. 46 on 14th July, 1906, for \$4,500, paying \$1,000 down and giving a mortgage for the balance, paying interest at 5 per cent. per annum. He bought as an investment, not intending to reside upon the premises; he never did reside there, and never intends to reside there. He is a man of means. He bought to hold until there is such an appreciation in price as may induce him to sell. The rent meantime will enable him to carry the property without loss. The result has been quite up to plaintiff's expectations. When plaintiff purchased, the rental was \$18 a month; he raised it to \$22. This was due, in part, to the general increase in the value of property in Toronto, and in part to the improvement in the immediate locality being made by defendants. Plaintiff is entitled, of course, to the benefit of the rise. . . . The increase in value can not be set off against plaintiff's loss if he has sustained loss by any interference by defendants with plaintiff's easement of light. Plaintiff values the property now at \$400 a foot, i.e., \$6,000 for the 15 feet, attaching no special value to the house. He quite concedes that the future of that prop-