he admittedly had no authority, and they only obtained it for what it was worth.

As to the ravine roadway, there is no evidence of any user by the public other than for the purpose of doing business with the owners or tenants of the property or occasionally perhaps with their permission for neighbours. There has been no dedication whatever, and the fact that in two or three years the tenants were allowed by the pathmaster to do their statute labour on the road, cannot effect their landlord's right or make it a public highway.

Objection was taken by the appellant to the admission as evidence for the plaintiff of statements by Lee since the action began, inconsistent with his testimony for the defence denying his tenancy to the plaintiff. But it does not appear that the learned Judge in any way relied upon the alleged statements and without them the weight of evidence would be against the truth of Lee's denial of tenancy.

The judgment should be affirmed and the appeal dismissed with costs.

Hon. Sir Wm. Meredith, C.J.O., Hon. Mr. Justice Maclaren, and Hon. Mr. Justice Hodgins, agreed.

Hon. R. M. Meredith, C.J.C.P.　　　　June 12th, 1913.

Re EDGERLEY AND HOTRUM.

4 O. W. N. 1434.

Will — Construction — Vendor and Purchaser Application — Contingent Gift to Two Devisees " or " her Heirs—" Or " Meaning " and " — Doubtful Title not to be Forced on Purchaser — Principles Applicable.

Meredith, C.J.C.P., *held*, that where property was devised to two daughters, and by a subsequent clause it was provided that in case of either of the devisees dying without leaving issue, her share was to go to her survivor " or " her heirs, that a good title to the lands devised could be passed provided both devisees joined in the deed.

In re Bowman, 41 Ch. D. 525, referred to.

Motion under the Vendors and Purchasers Act by a vendor for a declaration that a certain objection to the title taken by the purchaser was not valid and that a good title had been shewn.

Shirley Denison, K.C., for the vendor.

D. L. McCarthy, K.C., for the purchaser.