

OCTOBER 26TH, 1914.

COOK v. BARSLEY.

Vendor and Purchaser—Agreement for Sale of Land — Oral Agreement—Possession Taken by Purchaser — Payment of Taxes—Statute of Frauds—Part Performance—Agreement Enforced against Grantee of Vendor with Actual Notice—Trespass—Injunction—Appeal—Damages.

Appeal by the plaintiff from the judgment of BRITTON, J., 6 O.W.N. 608.

The appeal was heard by MULOCK, C.J.Ex., MACLAREN, J.A., CLUTE and RIDDELL, JJ.

R. T. Harding, for the appellant.

J. J. Coughlin, for the defendant, respondent.

THE COURT dismissed the appeal with costs. If the parties agree thereto, the defendant is to be allowed \$30 damages in addition to the \$20 allowed by the trial Judge for crop taken off the land in question by the plaintiff; such sum to be deducted from the purchase-money to be paid by the defendant within three months. If there is default in payment, the contract to be at an end.

OCTOBER 29TH, 1914.

ROUS v. ROYAL TEMPLAR BUILDING CO.

Building—Encroachment on Neighbour's Land—Street-line — Boundaries—Surveys — Dedication — Presumption — Acquiescence in Public User—Conventional Boundary—Projecting Eaves—Discharge of Water—Obstruction to Light —Easement—Implied Grant—Presumption — Injunction —Damages—Costs.

Appeal by the plaintiff from the judgment of MIDDLETON, J., 6 O.W.N. 498.

The appeal was heard by MULOCK, C.J.Ex., MACLAREN, J.A., CLUTE and RIDDELL, JJ.

A. M. Lewis, for the appellant.

G. S. Kerr, K.C., for the defendants, respondents.

THE COURT dismissed the appeal with costs.