

street 31 feet 11½ inches to the place of beginning; as shewn on page 3 in lease number 7304S."

Among other provisions the offer contains the following:—

"The vendor shall not be bound to produce any abstract of title or any title deeds or evidence of title except such as he may have in his possession, nor to furnish a surveyor's plan or description or proof that the buildings stand wholly within the limits of the said lands."

"The purchaser shall search the title at his own expense, and shall have 10 days from said date of acceptance (i.e., of the offer) to examine the same, and, if no written objection be made within that time, shall be deemed to have accepted the title."

Then follows a provision enabling the vendor to cancel the contract in the event of a valid objection being made to the title, which he is unable or unwilling to remove.

This offer was accepted on 19th June, 1907.

The defendant relies upon various grounds which, as he contends, entitle him to refuse to carry out his contract; and among these are certain alleged misrepresentations set out in paragraphs 5, 6, and 7 of his statement of defence, none of which, as I find, was established.

I find also that there was no intentional concealment by the plaintiff or by his solicitors of the existence of the easement or right of way to which I shall afterwards refer.

The land described in the agreement was in fact subject to this easement or right of way, and the plaintiff had not in fact a lease from the owner in fee of the land, but was a sublessee only.

The only grounds of defence which it is necessary to consider are two:—

(1) The effect of the fact that the plaintiff held the lands under a sublease.

(2) The effect of the existence of the easement or right of way.

There was upon the land at the time the agreement was entered into a 3-storey brick building, composed of 2 tenements numbered 124 and 126 King street west, which included one-half of a stairway on the east immediately adjoining tenement 122 King street west. This stairway extended from the sidewalk in front to a landing on the