

MEREDITH, C.J.

MARCH 25TH, 1909.

TRIAL.

DINEEN v. YOUNG.

Vendor and Purchaser—Contract for Sale of Leasehold Interest in Land — Action for Specific Performance — Vendor Holding Lands under Sub-Lease — Objection of Purchaser — Waiver—Time—Approval of Assignment—Existence of Easement or Right of Way not Known to Purchaser — Inaccurate Description of Property — Materiality — Validity of Objection — Dismissal of Action — Unfounded Charges of Fraud — Costs.

Vendor's action for the specific performance of an agreement for the sale to and purchase by the defendant of the plaintiff's leasehold interest in land on King and Pearl streets, in the city of Toronto.

C. Millar, for plaintiff.

C. J. Holman, K.C., for defendant.

MEREDITH, C.J.:—The agreement is contained in an offer dated 18th June, 1907, addressed to the plaintiff, and signed by the defendant, and the property to which it refers is described as "your leasehold interest in and the buildings on that certain parcel of land being composed of part of the easterly portion of town lot number 8 situate on the north side of King street, in the city of Toronto . . . described as follows, that is to say: commencing at a point in the northern limit of King street distant 148 feet 8½ inches easterly from York street, at a point which is the centre of a party wall between street numbers 126 and 128 King street west, in the city of Toronto; thence northerly following the said centre line of the said party wall 186 feet 7½ inches, more or less, to Pearl street; thence easterly along the southern limit of Pearl street 30 feet 3½ inches; thence southerly parallel to the eastern limit of said lot number 8 and along the west face of a brick wall 186 feet 7½ inches, more or less, to a point in the northerly limit of King street 31 feet 1½ inches from the south-westerly angle of said lot number 8; thence westerly along the northern limit of King