

liged to make use of their premises for their business in subordination to the use made by the plaintiffs of their premises for the purposes of their business.

It is trite law that the grantor is not permitted to derogate from his own grant. But that rule does not confer upon a grantee a right to insist upon his grantor limiting the use of premises retained by him to an extent inconsistent with the intention to be implied from the circumstances existing at the time of the grant to the knowledge of the grantee.

The claim as made and allowed in this case certainly seems to extend very far the rule of implied grant or obligation not to derogate from a grant, and even if there was nothing in the circumstances existing at the time and in the actions of the parties connected with the making of the conveyance and contemporaneous agreement, it would be matter for consideration whether there should be imported into an ordinary conveyance under the Act respecting short forms of conveyances and such far-reaching effect. The language of sec. 12 of R. S. O. ch. 119 does not appear to lend assistance to the plaintiffs' contention. None of the words there used seems applicable to the right which is claimed under the conveyance in question. The language of the conveyance may properly pass easements and privileges legally appendant and appurtenant to the property conveyed. But it cannot be contended that the temporary right which existed solely under the agreement of 28th December, 1887, came within the character of an easement or privilege legally appendant or appurtenant to the property. Certainly no special right or easement or privilege in respect of the use of the navigable waters of the slip was appendant or appurtenant to the property. The conveyance does not even purport to grant *eo nomine* the pier or dock, nor is there any mention made of it. There is simply a grant of a parcel of land and of portions of three water lots, forming one parcel described by metes and bounds. Does such a grant carry with it an implied obligation on the part of the defendants to conduct their business in such manner as to ensure to the plaintiffs, so far as the defendants are concerned, the use of the slip for the purposes of their two steamboats at all times when they require it? In dealing with this question the whole facts and circumstances must be taken into consideration, including the plaintiffs' knowledge of