After the registration of the plan, many conveyances were made by reference to it of lands adjoining the road or lane in question, so that there became vested in the purchasers an easement over the same as an appurtenance to their lands.

With great respect, I think that, in considering the evidence as to the occupation of the land in question by the vendor and his predecessors, the learned Master erred in assuming that the Statute of Limitations was applicable to the question of the extinguishment of the easement which had, under the plan and their conveyances, become vested in purchasers both east and west of the defendant's property.

In Gale on Easements, 8th ed., p. 520, it is stated: "The Prescription Act is silent as to the mode by which easements may be lost. Its enactments as to interruption and disability apply in terms to the acquisition only." These observations are applicable to our Real Property Limitation Act, R. S. O. 1897 ch. 133. After discussing a number of cases on the subject of extinguishment of easements by cessation of enjoyment, Mr. Gale, at p. 526, says: "It appears from these cases that the law has fixed no precise time during which this cessation of enjoyment must continue; the material inquiry in every case of this kind must be, whether there was the intention to renounce the right." Now, applying that conclusion of law to this case, I am of the opinion that the evidence falls far short of establishing an intention at any time, by all the parties who had an easement over the strip in question, to renounce their rights. In fact, the evidence does not seem to have been specially directed to this question, but rather to the question of the acts and intentions of the defendant and his predecessors. I am, therefore, of the opinion that the vendor has failed to establish that the rights of owners of the dominant tenements to the east and west of his property have been extinguished.

I also think the learned Master erred in the legal effect to be given to the evidence on the question of notice.

The contract as signed would entitle the plaintiff to a good title to all the property described in it, and, assuming that he had actual notice that there was some question of the right of the defendant to make title to the 20 ft. strip, which, it seems to me, is the most favourable assumption for the defendant warranted by the evidence, that would not debar the plaintiff from insisting on a good title. "It is