

it were all in one ward, that is to say, as a whole or as an integral part of a whole, but still without reference to its connection with a franchise or its use as the property of a going concern.

Decisions of Boards of County Court Judges affirmed.

Aylesworth, K.C., and *Fullerton*, K.C., for the corporation of the City of Toronto (appellants). *Taylor McVeity*, for the City of Ottawa (appellants). *G. Lynch-Staunton*, K.C., and *E. H. Ambrose*, for the Bell Telephone Co. (respondents). *O'Brien*, K.C., for the Toronto Electric Co. and the Toronto Incandescent Light Co. (respondents). *J. Bicknell*, and *J. W. Bain*, for the Toronto Railway Co. (respondents). *H. M. Mowat*, K.C., for the Ottawa Electric Light Co. (respondents).

From Meredith, J.] *MADILL v. TOWNSHIP OF CALEDON.* [April 16.
Way—Highway—Sidewalk thereon built by voluntary subscription and Statute labor—Liability of municipality to repair.

The judgment of MEREDITH, J., reported ante, was affirmed on appeal. *Johnston*, K.C., and *E. G. Graham*, for appeal. *Du Vernet*, contra.

HIGH COURT OF JUSTICE.

Falconbridge, C.J.K.B., Street J.] [April 8.

RANKIN v. STERLING.

Vendor and purchaser—Purchaser taking possession—Making improvements—Requisitions on title—Title—Waiver—Damages—Reference.

Plaintiff under an agreement for purchase of land paid part of the purchase money, went into possession and made improvements, the defendant agreeing to furnish abstract and make out a perfect title. An abstract was furnished which shewed the title in one R. V. N. who became the owner in 1862 and made a mortgage to his vendor W. which was not discharged; plaintiff's requisitions on title pointed out these defects. Defendant proffered a declaration to shew title by length of possession which was objected to as incorrect in its statement of facts as to the length of possession, and plaintiff's solicitor wrote defendant's solicitor that "It looks very like as though it would be impossible to get the title made right." In an action for specific performance alleging the making of permanent improvements by the plaintiff in which the defendant set up that he had a good title, was ready to convey and that the plaintiff had waived his right to insist on a good title by his acts of ownership,

Held, that the plaintiff having insisted upon a good title being shewn and the defendant asserting a good title in himself; the plaintiff remaining in possession and making improvements after the defects in the paper title had been called to his attention, was no waiver of his right to insist on a good title being shewn.