sive to repair, and had become in such a condition as that complaints had been made to the defendants. In fact, they had been indicted in connection with the matter, and convicted for non-repair. It was in consequence of this that necessity arose for taking some action, either in the way of expensive repairs to this portion of the road, or by closing it up and providing another. The municipal council determined to take the latter course. . .

I have come to the conclusion that the true agreement between the Campbells and the defendants was that the right of way to be reserved to the Campbells had reference only to lot 18 and a right of way from the London and Hamilton stone road to the rear portion of that lot. I find that the plaintiff Daniel Hanley had notice of this, and took the deed of the 11th January, 1910, with knowledge of the fact. Upon the evidence before me, I could not find that the plaintiff Daniel Hanley has been injured with reference to lot 21. But that is a subject for arbitration. I think it is probably the fact, as alleged by the plaintiffs, that they commenced arbitration proceedings by notices which are put in as exhibits on the trial merely for the purpose of preserving their rights under an arbitration, and that these rights should be still preserved to them, if they wish to proceed.

There remains the question about the rights of Hannah B. Hanley. . . . She is the owner of lot 19. This lot has two buildings on it. . . . Both . . lie near to the east line of lot 19, and there is a considerable space between the buildings and the west limit of the lot. Hannah B. Hanley contends, under sec 629, that the defendants, by the by-law, have excluded her from ingress and egress to her building or dwelling at the rear of lot 19, in so far as the Onondaga road is concerned, without providing another convenient road or way of access thereto, and in consequence of this that the by-law is invalid.

The defendants shew, however, that the London and Hamilton stone road is available, and is an existing convenient road or way of access to the whole of lot 19; that, in consequence of it being already in existence, it was not obligatory on the defendants to provide another way; and that, in any event, the matter is one for compensation, if any, by arbitration.

I have been referred . . . to . . . In re Thurston and Township of Verulam, 25 C. P. 593; In re McArthur and Township of Southwold, 3 A. R. 295; and Re Adams and Township of East Whitby, 2 O. R. 473.

I do not think it can be effectually contended here that the plaintiff Hannah B. Hanley, being the owner of the whole of lot 19, and having the London and Hamilton stone road in front