

of my learned brother MacMahon is opposed to the present judgment, it should be overruled.

The appeal should be allowed, with costs here and below, and the plaintiff declared entitled to claim for a debt of \$893.26 against the the estate of **Myers**.

BRITTON, J., concurred, for reasons stated in writing.

FALCONBRIDGE, C.J., agreed that the appeal should be allowed with costs here and below.

TEETZEL, J.

MARCH 9TH, 1909.

WEEKLY COURT.

CURRAH v. RAY.

Vendor and Purchaser — Contract for Sale of Land — Action for Specific Performance — Reference as to Title — Possessory Title of Vendor to Strip of Land Laid out as Lane upon Plan — Knowledge of Purchaser — Conveyances of Lands Adjoining Lane by Reference to Plan — Easement — Extinguishment — Statute of Limitations — Intention to Renounce Right — Evidence as to Notice — Effect of Notice.

Appeal by plaintiff from report of local Master at Windsor upon a reference as to title in a purchaser's action for specific performance; and motion by defendant for judgment on the report.

A. H. Clarke, K.C., for plaintiff.

J. H. Rodd, Windsor, for defendant.

TEETZEL, J.:—The appeal was specially directed against two findings: (1) that the defendant (vendor) had acquired a good possessory title to a strip 20 feet wide laid out as a road or lane on an original plan of subdivision of part of the city of Windsor; (2) that plaintiff was, in the course of the negotiations leading up to the agreement, informed concerning the question of the road, and that he had such knowledge of it as to preclude him from objecting to carry out the purchase, on the ground of any defect in defendant's title to that portion.