further term which he claims, viz., that he was to have the first chance to purchase, I do not find established by the evidence, which I accept. The park company were in low water, and went into liquidation—a sale of the property of the company was made to the Scarborough Securities Company, and approved by the Court, February 11th, 1911. The Scarborough Securities Company were acting simply as agents (and trustees) for the Toronto Railway Company in this purchase.

The sale was made effective by the order of the Court of February 11th, 1911; and I think the tenancy of Locke then ceased unless there was something done by the new owners of the property recognizing a continuing tenancy. The defendant, June 15th, 1911, sent a cheque addressed to the Toronto Park Company (or successors) for $50 "Rent to September 15-11," payable to the Toronto Park Co. (or successors); the Toronto Railway Co. cashed this cheque endorsing it in their own name.

They were the real owners of the land though nominally it was the property of the Scarborough Securities Company; they could, therefore, estop themselves and their agents—trustees—the Scarborough Co.—and I think they have in fact recognized the defendant as a tenant. But as there is nothing else alleged to bind them or their agents, I think the estoppel cannot be extended beyond the date up to which the rent was accepted, viz., September 15th, 1911.

The plaintiffs are accordingly entitled to possession, their action not being brought till May, 1912.

Judgment will go for possession with costs. If *mesne* profits or damages be sought, I may be spoken to again. I do not think any case is made for compensation—the defendant knew what his tenancy was.