

Mrs. Boulton. This conveyance recites the lease, the right to purchase thereunder, and the devolution of the right of both landlord and tenant, and Clark's desire to exercise the right to purchase with respect to the lands upon which his house is situated, and the agreement as to the price to be paid. Mrs. Boulton then conveyed this parcel, describing the land as running to the lane in question: this description following the description contained in the assignment of the leasehold interest made by Blake, through which Clark claimed. In November, 1892, a similar conveyance was made to Melfort Boulton of a parcel in which he had acquired the leasehold interest; the land being similarly described as running to the lane.

It is conceded that these conveyances operate to give the respective grantees an easement over the lane in question. Subsequently and on the 1st May, 1893, the original lease having then expired, a new lease was made between Mrs. Boulton and Blake, reciting the original lease, the subdivision by Blake, his conveyance away of certain portions of the leasehold property as subdivided—leaving him still entitled to the McCaul street frontage, including the private lanes—and an agreement to extend the rights under the original lease as therein provided. This lease then demises the McCaul street frontage, including the private lane, for a term of twenty-one years, and confers upon Blake the right, at the expiry of the term, to purchase the lands at a price to be ascertained by arbitration if the parties fail to agree.

Garfunkel having acquired Blake's title, an agreement was made on the 1st May, 1912, reciting the lease, and that Garfunkel had agreed to purchase at the price of \$116 per foot on McCaul street.

As pointed out on the argument, Garfunkel can have no greater or other right than Blake, and Blake was himself the author of the private lanes in question and party to the creation of the right of way over them, of which, as assignee, Garfunkel now seeks to complain. The term "private lane" is ambiguous; but here the parties must be taken to have used that expression with reference to the actual condition of the premises.

The agreement executed by Garfunkel calls for the payment of \$116 per foot for the entire McCaul street frontage, including the lane. In the absence of any attack upon that agreement, I must assume that the parties fixed the price having regard to all the circumstances. I cannot reform that agreement, as I would be doing if I yielded to the purchaser's contention.