

**ENCE.**

ationship—  
Benefit.]

**PATION.**

y, 1.

**PURCHASER.**

to Mortgage  
ecutors and  
claim on Ad-  
miration of  
129, s. 35.]  
for \$275 on  
mortgage for  
nce being by  
form deed,  
to the mort-  
covenant for  
as, under the  
to have been  
the mortgage,  
vendor was  
emnified by  
the plaintiff  
assignment  
ndemnity, he  
ce it against

encement of  
e purchasers  
and on the  
the adminis-  
e was served  
r s. 35 of R.  
Trustee Act,"  
action was  
against such

administrator, but, on it appear-  
ing that he was then dead, and  
that an administrator *de bonis  
non* had been appointed, an  
order was obtained amending  
the writ by substituting as de-  
fendant such last named admin-  
istrator, upon whom the writ  
was served more than six months  
after the service of the notice:—

*Held*, that the proceedings  
against the defendant must be  
deemed to have commenced only  
on the service of the writ on  
him, and this being more than  
six months from the service of  
the notice, the plaintiff's action  
was barred. *Gooderham v.  
Moore*, 86.

See, also, SALE OF LAND.

**VOTERS' LIST.**

*Farmers' Sons and Income  
Voters—By-law.*—See MUNICIPAL CORPORATIONS, 2.

**WARRANTY.**

*Sale of Engine—Parol Evid-  
ence—Supplementary State-  
ments.*—See SALE OF GOODS, 2.

*For return of Article—Sale  
of Engine.*—See SALE OF  
GOODS, 1.

**WAY.**

*Highway—Dedication  
and Acceptance—Registered  
Plan—Statutory Regulations—*

*Sale of Land by Reference to it.]*

—Plaintiff's vendor of a lot on  
a plan registered by him had,  
prior to the sale to plaintiff,  
given for the purpose of extend-  
ing a street the north twenty  
feet by the entire depth of the  
lot, the owner of the adjacent  
property also giving twenty feet  
for the same purpose. The  
latter then registered a plan  
showing the street as sixty feet  
wide opposite the lot subse-  
quently sold to plaintiff. This  
plan, although not conforming  
to statutory requirements, was  
authorized by resolution of the  
town council to be registered,  
and they accepted the street  
thereon forty feet in width, the  
figures on the plan, however,  
showing the street opposite the  
lot in question to be sixty feet  
wide, but no reference was made  
to the former plan. Other lots  
were sold according to the last  
plan, and there was evidence of  
public user of and of the ex-  
penditure of public moneys on  
the street, and that a sidewalk  
had been laid down defining the  
width at sixty feet. The plain-  
tiff afterwards purchased the lot  
mentioned according to the first  
plan, and moved his fence out  
to the original boundary of the  
lot:—

*Held*, that the twenty feet  
encroached on by the plaintiff  
had become part of the public  
highway. *Pedlow v. Corpora-  
tion of the Town of Renfrew*,  
499.