

1802. it seems, afterwards sold. The Rev. *John Doty*, having
 Henderson received from *Adam Graves* a proper and formal con-
 v. veyance, which was produced, and is in evidence, gave
 Graves. these lands in June, 1815, to his nephew *Samuel Doty*, of
 Quebec, surgeon, in consideration of his natural love and
 affection for him, and made, it appears, such an assign-
 ment of them through the agency of a notary public, as
 we know is customary with respect to lands in Lower
 Canada, and this deed assumed to convey not only the
 four lots of 200 acres each, but the broken fronts also,
 in all 980 acres.

Judgment. On the 3rd of October, 1835, *Samuel Doty* sold and
 conveyed the 980 acres to *Samuel S. Bridge* of Montreal,
 for £286; and *Bridge* dying intestate somewhere about
 1847 or 8, his son *Thomas H. Bridge* became heir to
 whatever *Samuel Doty* could convey, and had conveyed
 to *Samuel S. Bridge*; and on the 3rd of July, 1849, he
 released all his interest to the defendant *Smith*. This
 release, though expressed to be made for a consideration
 of £100, was in fact made for £25; the defendant not
 agreeing to give more, for the reasons stated by him,
 namely, that at the time there was no deed discovered
 from *Adam Graves* to the Rev. *John Doty*, nor any
 means of shewing that *Graves* had ever divested himself
 of his title; and for the further reason that *Thomas H.*
Bridge having become bankrupt, his property real and
 personal had gone to his assignees, so that *prima facie*
 he had no beneficial or legal interest to dispose of.

During all this time, that is, from 1801, when the deed
 to the Rev. Mr. *Doty* was made, to 1849, there is no
 evidence that either *Adam Graves*, or this plaintiff, or
 his father, the eldest son of *Adam Graves*, had ever
 entered upon the land or asserted any interest in it, or
 acted in any manner inconsistent with the fact that they
 had since the sale to *Doty* in 1801 ceased to have any
 claim to the property, that is if we take the deed from
Adam Graves to the Rev. *John Doty* to have covered

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