

surement than that employed for the sake of determining the difference within narrower limits.

This limit might, for example, be taken as an inch in two hundred feet in towns and cities, or one foot per thousand in farm lands, the limit varying according to the irregularity of the ground and the value of the property in question; for it is evident that more time and money may be spent in ascertaining the area of a property worth \$15.00 per square foot than in determining the area of a farm worth about one-third of a cent per foot.

Certainly this term "*more or less*" does not appear to have, in this Province at least, the same meaning as the word "*about*", which seems to be always used where there is some doubt as to the amount of the given dimensions or area; and it would seem advisable that some explicit and authoritative definition should be given of these terms and uniformity of practice arrived at. Fortunately the French terms "*plus ou moins*" and "*environ*" are the same as the English terms above referred to, so that there can be no difficulty on that score.

There is also another question which should be settled but which seems to be altogether lost sight of, viz: When a tract of land is described by its cadastral number only, which is sufficient according to the Code, is the Vendor in any way bound to deliver the dimensions and area given in the Book of Reference?

It seems to the writer that the vendor is so bound, for if he wishes to sell the property as it exists he can so describe it in the deed, and the only fair arguments for falling back on the cadastral dimensions, when the cadastral number only is given, would be that the cadastral plan is supposed to deal with the property as it exists, or that it should be used as a means of identification only, and the latter reason would only be an argument against depending on cadastral dimensions as against others obtained from direct measurement and not against taking them when no other dimensions are given. Certainly if a property is described as being known on the official plan and in the *Book of Reference* as a certain number, and no dimensions are given in the deed it would seem as if the Vendor should deliver to the purchaser the area mentioned in the Book of Reference.

It is true that article No. 2174 of the Civil Code enacts that no right of ownership can be affected by any error in the Plan or Book