TEETZEL, J.:— . . . Not a tittle of evidence was offered by the plaintiffs or elicited in the cross-examination of the three officers named to warrant any charges of fraud; but, on the contrary, I find that, so far as disclosed upon the evidence, the agreement between the companies was entered into in good faith by the executive officers on behalf of both the companies, with the honest intention of mutual advantage to the two companies. . . .

It is perfectly clear upon the evidence that the three executive officers named, together with the consulting engineer of both companies, intended that the lease should, and they all supposed that it did, cover all the lands of the plaintiffs immediately adjoining the defendants' property; and the omission of the wedge-shaped portion was clearly the result of the mistake of Mr. Jacobs . . . and until the discovery in June last both parties acted upon the assumption that the lease did extend to the easterly boundary of the plaintiffs' land.

While I find that the common intention was as above stated . . . and that the incorrect description . . was the result of mutual mistake, the question remains whether the defendants are entitled to have the lease rectified. . . .

[Reference to Superior Savings and Loan Society v. Lucas, 44 U. C. R. 106, 121, 15 A. R. 748; Leake on Contracts, 5th ed., p. 214.]

Now, is it impossible to rectify the mistake as to description in the writing owing to the indefiniteness of the property claimed in the real agreement between the parties?

I think one way of testing the defendants' right to rectification is to determine whether, assuming that shortly after the execution of the lease in its present form, and while the defendants were working on the disputed strip, the plaintiffs had forbidden them proceeding further, on the ground that they were trespassing, the defendants could have maintained an action for specific performance of the true agreement, and in that action have obtained a rectification of the writing. Upon the authorities, I think, such an action would have been maintainable. . . .

[Reference to Olley v. Fisher, 34 Ch. D. 667; Clark v. Walsh, 2 O. W. R. 72; Carroll v. Erie County Natural Gas Co., 29 S. C. R. 591; Jenkins v. Green, 27 Beav. 437.]

Objection was taken on behalf of the plaintiffs that the three . . common officers of both companies could not, as agents for both, enter into an agreement on behalf of their principals. . . . I . . . am unable to find any case which would indicate that, in the absence of fraud, the objection . . .