

not been allowed, as he states, to read the letter, and had it not in his possession to produce upon the trial. If there was no later intelligence of him up to October, 1850, when the conveyance was made, then the presumption of his death would at that time apply; and it is not disputed that *James* was his next heir, and so would have succeeded to any right in this land that *George* had held. But it is now placed beyond doubt that *George Graves* had absolutely no interest whatever in this land, and never had any. This is clear so far as regards the lots 17 and 18 in the first and second concessions; but I observe that the deed from *Adam Graves* to the Rev. *John Doty* makes no mention of the broken lot in front of the lots 17 and 18. That probably arose from the circumstance which I have stated, that *Graves*, as I gather from his deed, had not at that time the patent in his possession, which may have been lying in the secretary's office at Toronto. He seems to have taken as his guide in making the conveyance, the copy which he held of the land board certificate, which may only have specified the four full lots, and the broken fronts may have been added in making out the patent.

1862.

Henderson
v.
Graves.

Judgment.

I do not recollect that in the argument before us any notice was taken of the fact that the deed from *Adam Graves* did not mention the broken fronts.

Throughout the case indeed it has been assumed that the whole 980 acres had become vested in *Samuel S. Bridge*, and the plaintiff's bill so states the case.

Then the case stands thus:

In 1797 the Crown granted these 980 acres of land in Pittsburgh, to Captain *Adam Graves*. In 1801 *Adam Graves* sold them, with the exception I have noticed, to the Rev. *John Doty*, in exchange for lands in the parish of Sorel, in Lower Canada, in which parish at that time both *Adam Graves* and Mr. *Doty* lived; and this land which *Graves* got in exchange, his family,