lot 50 under the will and says that in consequence of the dispute about it he agreed to buy off the plaintiff when he was buying the other property.

I think that the plaintiff was very negligent, once it is admitted that there was a will and a deed in existence, and a question about it, that he did not find out what his rights were. It looks as though he consented to its going into the deed for what it was worth. He knew since he was 14 that the defendant claimed it as his own. Campbell wrote the deed as if there was a question, that is to say, while there was a warranty in the deed he qualified the description in respect to this lot by wording the deed so as to convey only the "interest" of the parties.

I think that there was not fraud on the part of the defendant, nor mutual mistake. And that if the plaintiff conveyed away something without knowing that he owned it he was negligent and that it is now too late to afford him relief.

Meanwhile, I may add, the defendant has sold 80 of the 100 acres to one Journeay, who took without notice.

The action will be dismissed and with costs.

DOMINION OF CANADA.

EXCHEQUER COURT.

NOVEMBER 18TH, 1910.

THE BARNETT McQUEEN COMPANY, LIMITED, v. CANADIAN STEWART COMPANY, LIMITED.

Patents for Invention—Improvements in Storage Elevators —Anticipation—Prior Use and Sale—Canadian and Foreign Patent Law discussed—Smith v. Goldie discussed and explained.

A. W. Anglin, K.C., and R. C. H. Cassels, for plaintiffs.

R. C. Smith, K.C., and Peers Davidson, K.C., for defendants.

CASSELS, J.:—This was an action by the plaintiffs asking for an injunction restraining the defendants from infringing two patents.