

Mr. *Bain*, contra. In addition to the cases mentioned in the judgment, counsel referred to *Jeffreys v. Jeffreys* (a), *Dillon v. Cappon* (b), *Moore v. Crofton* (c), *Fletcher v. Fletcher* (d), *Pearson v. The Amicable Assurance Office* (e), *Townsend v. Toker* (f), *Skidmore v. Bradford* (g), *Farrell v. Davenport* (h), *Childers v. Eardley* (i), *Re Hugh Neal's Trusts* (j), *Hopkinson v. Lusk* (k), *Wilson v. Wilson* (l), *Woollam v. Hearn* (m), *Kerr on Frauds*, 348, *Dart's Vendors, &c.*, vol. 2, p. 948.

1875.

Boyd
v.
Shouldice.

BLAKE, V. C.—I have read the judgment of my brother *Proudfoot*, in which I concur. The facts of the case present plainer grounds for relief than appear in *Surcome v. Pinniger* (n); where relief was given to the plaintiff. I think the decree should be affirmed with costs.

PROUDFOOT, V. C.—[After stating the facts as above set forth.] The defendants rehear the cause, and on their behalf it was argued:—1st. That the bond was voluntary, and—2nd. If not, that the agreement was only to convey in fee tail male; and—3rdly. Leave is asked to file a supplemental answer raising the questions argued.

Judgment.

It is true that the consideration in the bond is \$300; and it does not appear that this was a sum agreed upon by the parties as the solicitor says he fixed the sum himself. But it is clear that the true consideration may be shewn notwithstanding the erroneous statement in the bond. *Mulholland v. Williamson* (o), was a stronger case than this, for there a deed for the expressed consideration of

(a) Cr. & Ph., at p. 141.

(c) 3 I. & Lan. 438.

(e) 27 Beav. 229.

(g) L. R. 8 Eq. 138.

(i) 28 Beav. 648.

(k) 10 Jur. N. S. 288.

(m) 2 W. & T. L. Ca., at 489.

(o) 12 Gr. 91, in app. 14 Gr. 291.

(b) 4 M. & C. 647.

(d) 4 Pa. 67.

(f) 1 Ch., at 458.

(h) 1 Jur. N. S. 862.

(j) 4 Jur. N. S. 6.

(l) 5 H. L. Ca. 40.

(n) 3 D. M. & G. 571.