

but the plaintiff and his mother say that the portion as to the lot 50 was not read. The defendant, on the other hand, says that this lot was included in the sale and was mentioned at the time when the conveyance was being prepared and that the clause was read.

After this lapse of time and in consequence of the presumed rectitude of Mr. Campbell, who appears to have been acting for all the parties, I must find in favour of the defendant. It would be difficult to succeed in carrying out a fraud like that. One of the parties was not there to execute it and he might wish to read it over for himself. It would be going very far to allow a person to say a particular part of a deed was not read to him.

But a new case was developed at the trial, and about that I must confess I have taken time to consider.

That case was this, that although the lot was included in the deed and the grantees knew it was, they did not at that time know that they owned it absolutely, that is, that they did not know of the existence of the deed from Peter Brookes to Cornelius and that it took effect rather than the will, but supposed it belonged to this defendant, and that the defendant did know this, having been told about it by Ephriam Brookes.

If the case had been launched in that way and was a recent transaction when witnesses would be forthcoming, and could be precise in their statements, the plaintiff, inasmuch as he and his brother were under twenty-one at the time, and the mother having remarried had really no interest, one possibly might grant some kind of relief.

But I think the facts as well as the pleadings fail.

The delay is very great and the plaintiff does not even state when he discovered that he actually had had title by virtue of the deed.

The Statute of Limitations is pleaded; it is twenty-seven years ago, and the only answer to it would be that the plaintiff did not discover it until the very eve of the action.

Then it appears that at some time or another the plaintiff gave a deed of the western half of lot 50 to Ephriam. One might be mistaken in drawing the inference, but as far as I can discover it is only by virtue of that deed from Peter to Cornelius that the plaintiff had the western half of lot 50 to give, and he should then have brought the action, when he did discover the existence of the deed. The defendant admits that he always claimed this eastern half of