

tended that the deeds in question should be drawn to cover the entire lots. The mistake, therefore, being unilateral, the plaintiff cannot obtain rectification on that ground. This renders it necessary to consider whether or not the evidence supports the plaintiff's claim that the execution of the deeds in their present form was procured by fraud on the part of the defendants.

Although the defendants intended to acquire the property jointly, for reasons of their own they approached the plaintiff as if the defendant Cameron alone were to be the purchaser, and the interest of the defendant Flannigan was merely that of an agent to acquire the property for him.

The opening of the negotiations was some few days prior to 24th April, 1906. There is some uncertainty upon the evidence whether defendant Flannigan, who conducted the negotiations with plaintiff, saw her twice or oftener before an agreement of sale was actually signed. According to the evidence of plaintiff, he probably paid her at least 3 visits before the execution of the agreement. According to his own statement he saw her twice. He says that on the first occasion nothing was discussed except the question of price—nothing at all said as to the dimensions of the property; that, on the second occasion, he was accompanied by one Black, who was to take the management of the hotel to be built upon the property, and that then there was nothing said as to the dimensions of the property to be conveyed, or as to any interest of the Canadian Pacific Railway Company in the strip in question. Upon the occasion on which the agreement was executed, 14th April, Flannigan says that there was no discussion as to the frontage or depth of the property, and that nothing was said as to any rights in the Canadian Pacific Railway Company in respect of the rear strip. He states, however, that, on the occasion when Black was with him, Mrs. Stevenson told them that there was a lane at the rear, and that some agreement respecting this lane had been entered into by herself or her husband with the municipal council, under which this lane was to be kept open for the use of the public. He says that she could not give him any definite information about this agreement, nor could she state its precise terms or effect. On the occasion of the execution of the agreement, he says, she again spoke of this lane being left open for the public use, and in that connection referred to a piece of Edward street which she had fenced in. Mr. Cameron's evidence as to what took