

PACAUD v. LEBRECQUE—ROSE, J.—JULY 6.

*Vendor and Purchaser—Agreement for Sale of Land—Evidence—Mistake in Description—Rectification of Agreement.*]—Action for rectification of an agreement for the sale and purchase of land, dated the 10th April, 1916, so as to make the description therein contained of the land which the plaintiff agreed to buy correspond with what he said was the real subject-matter of the bargain, and for consequential relief. The action was tried without a jury at North Bay. ROSE, J., in a written judgment, after setting out the facts and discussing the evidence, found the issues raised, which were issues of fact only, in favour of the plaintiff, and held that the plaintiff was entitled to the relief claimed, viz., a declaration that the true agreement between the parties was that the defendant sold and the defendant bought the land “secondly” described in the written agreement, together with all those portions of the land shewn on plan M. 72, i.e., parcel 9868, of which the defendant was the owner on the 10th April, 1916; and a decree for specific performance. Something was said by the plaintiff about an agreement for a lane, from the land sold to a certain stream; but this was not mentioned in the pleadings, and the plaintiff’s evidence concerning it was not corroborated; so the learned Judge did not deal with it. The defendant was ordered to pay the plaintiff’s costs. G. A. McGaughey, for the plaintiff. G. R. Brady, for the defendant.