

HIGH COURT DIVISION.

LENNOX, J.

APRIL 7TH, 1919.

CROW v. CROW.

*Deed—Conveyance of Land—Description—Falsa Demonstratio—
Intention of Grantor—Evidence—Costs.*

Action by Daniel W. Crow against his son George T. Crow and the infant sons of George T. Crow to have it declared that a deed from the plaintiff to the defendants, dated the 21st April, 1915, conveyed no part of or interest in lot 4 in the 3rd concession by the western boundary of the township at Raleigh and no interest that the plaintiff had at the time of the making of the deed in that part of the allowance for road lying or running between lot 4 in the 2nd and lot 4 in the 3rd concession of the said township, or, in the alternative, for reformation of the deed.

The action was tried without a jury at Chatham.

O. L. Lewis, K.C., and W. G. Richards, for the plaintiff.

A. Clark, for the defendant George T. Crow.

S. B. Arnold, for the Official Guardian, representing the infant defendants.

LENNOX, J., in a written judgment, said that the property and rights conveyed or purporting to be conveyed by the deed were described as, "all and singular that certain parcel or tract of land and premises situate lying and being in the township of Raleigh . . . and being composed of the north-east half of lot 4 in the 2nd or front concession by the river Thames in the said township . . . containing 100 acres more or less." The deed was made "in pursuance of the Short Forms of Conveyances Act," and "subject to the reservations limitations provisoes and conditions expressed in the original grant thereof from the Crown." It was a deed of gift, expressed to be in consideration of natural love and affection and the sum of \$10, and was made and registered voluntarily by the grantor without any communication with the grantees. The land in the 2nd concession was only about 64 acres.

It was substantially accurate to say that at the time he executed the deed the plaintiff owned the north-easterly half of lot 4 in the 2nd and 3rd concessions. It was contended that the deed passed land in the 3rd concession because the plaintiff owned land in that concession, and because of the words "containing 100 acres more or less" in the deed.