

ANGLIN, J.

JULY 18TH, 1907.

TRIAL.

STEVENSON v. CAMERON.

Deed—Rectification—Conveyance of More Land than Vendor Intended — Unilateral Mistake no Ground for Relief—Fraud—Knowledge of Purchaser of Intention of Vendor —Importunity—Absence of Independent Advice.

Action for the rectification of two conveyances made by plaintiff to defendants on 18th July, 1906. The property conveyed consisted of two lots known as numbers 9 and 10, which, according to the registered plan, had a frontage on Gore street of 133 feet by a depth of 165 feet, to the right of way of the Canadian Pacific Railway. The plaintiff had been the owner of these lots for something over 20 years. The defendants were desirous of acquiring them for the purpose, amongst others, of erecting an hotel upon lot number 9, fronting on Gore street. The plaintiff sought rectification in respect of a strip of land crossing the rear of both lots, and varying in width from 26 feet at the west to 36 feet at the east. This strip of land, according to plaintiff's contention, she expressly excepted from the lots when selling them to defendants. She based her claim for relief upon the grounds of mistake and fraud.

F. H. Keefer, Port Arthur, for plaintiff.

G. H. Watson, K.C., and W. A. Matheson, Fort William, for defendants.

ANGLIN, J.:—The strip of land in the rear has for many years been used as a means of access for the public to the station of the Canadian Pacific Railway Company, at West Fore William. This strip, the plaintiff alleges, her husband, since dead, some 20 years ago, agreed on her behalf to transfer to the railway company, who then erected and have since maintained the fence separating it from the remaining parts of lots 9 and 10.

It was perfectly clear upon the evidence that any mistake which may have existed as to the description of the lands in the conveyances was entirely on the part of the plaintiff herself. So far as the defendants were concerned, they in-