

record the deed, on the ground that the description of the property was defective, there being a range of concessions on each side of the Kaministiquia river, and the description not stating on which side of the river the concession mentioned in it was situate. The deed was, therefore, returned to plaintiff in order that the description might be rectified by writing in the words "north of the Kaministiquia river" after the words "4th concession," and this was done. While, however, the deed was in the plaintiff's possession for this purpose, he became aware, or thought he had reason to suspect, that it was the intention of the purchaser, or of those for whom he held or to whom he was about to convey the property, to build a house upon it which was to be used for the purposes of a house of ill-fame, and he inserted at the end of the deed a condition that in that event the whole of the land should revert to the vendor, his heirs or assigns, with all improvements thereon. Thus altered, he returned the deed to the purchaser, who, seeing that the description had been corrected, but in ignorance that any other alteration had been made, caused it to be registered.

The defendants are in possession under the deed, the purchase money has been paid, the covering mortgage paid off and assigned, and valuable improvements made upon the land.

It is unnecessary to notice at length the subsequent dealings with the property, as they do not affect plaintiff's rights, if he is entitled to rely upon the condition.

We are unable to adopt the view that, so far as the conveyance of and title to the land was concerned, the transaction between the plaintiff and his vendee had not been completed when the deed was sent back to him for correction. Having been regularly signed, sealed, and delivered, the deed had become, as the plaintiff himself admits, the property of the purchaser, and, as he also admits, he had no authority whatever to make any change in it beyond correcting the description for the purposes of registration. He admits, too, that he did not call the attention of the purchaser to the other alteration, and there seems no reason to doubt that the latter was ignorant that it had been made when he sent the deed to the registry office. It is clear also that, whatever difficulty the omission in the description may have given rise to as regards its registration, the conveyance was operative to pass the property, the fault in the description merely rendering