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APRIL 22ND, 1907.

C.A.

OWEN v. MERCIER.

Deed—Conveyance of Land—Breach of Condition—Unauthorized Insertion of Condition after Execution and Delivery of Deed—Deed Operative to Pass Property notwithstanding Defective Description—Invalidity of Condition.

Appeal by defendants from judgment of BOYD, C., 12 O. L. R. 529, 8 O. W. R. 151.

The appeal was heard by MOSS, C.J.O., OSLER, GARROW, MACLAREN, MEREDITH, JJ.A.

W. E. Middleton, for defendants.

C. A. Moss, for plaintiff.

OSLER, J.A.:—The action is brought to recover possession of lot No. 16 in the 4th concession north of the Kaministiquia river, in the township of Neebing. Plaintiff relies upon the breach of a condition in the deed by which he conveyed the land to the defendants, or those under whom they claim.

The material facts are few, and may be very briefly stated.

The plaintiff agreed to sell the property to one Tonkin for \$300, subject to a mortgage for \$250.

On 19th February, 1904, a conveyance thereof was formally and completely signed, sealed, and delivered by plaintiff, in which, at Tonkin's request, the name of one Martin Booth was inserted as that of the purchaser, and plaintiff sent it to the purchaser's agent for registration. The purchase money had not been paid in full, but plaintiff was making no difficulty about that. The registrar declined to