include any right or privilege of Petrimoulx incidental to ownership or occupation of the farm; and, evidently not being better able to express what he had in mind, after discussion, and with the consent of Petrimoulx, he restored the words he had already stricken out. Petrimoulx had no thought of agreeing to obtain a patent, or, after discussion with Gignac, that the words employed would obligate him to do so. The attitude of the other contracting party, of course, has to be taken into account. But Carnoot, as he swears, had no idea that any one could acquire any part of what appeared to him to be all a navigable river. He understood that all west of the dike was inalienably the property of the Crown or people; and, in following the discussion—in which he took no part—as well as he could, he concluded that what was referred to as "a water lot" meant the land covered by water east of the dike, and as to this he understood that he would get it in some way, but by a less satisfactory chain of title; and with this he was content.

The result, as a matter of fact, is that Petrimoulx never bargained to give and Carnoot never bargained to get the water lot, and the result in law is, that Carnoot could never compel Petrimoulx to obtain a patent for or convey this land to him. This is the situation as between the defendants. As between these two men their verbal agreement was never in fact varied, and in the working out of it in Court, the facts being undisputed, their rights inter se must be adjudicated upon on this basis.

Are the plaintiffs, then, in any stronger position than Carnoot occupied at the time he assigned? It is conceivable that, in certain circumstances, they might have rights which Carnoot could not successfully assert. I am distinctly of the opinion, however, that, in the circumstances of this case, the plaintiffs are limited to the rights acquired by Carnoot. The plaintiffs do not and could not successfully claim under the agreement what might be said to have been wrested from Carnoot on the 2nd January, 1913. The description in this instrument is admitted to be insufficient, and it was not put forward as a basis of this action either in the pleadings or at the trial. There was nothing to bind either party until execution of the assignment on the 6th January, 1913. Before this was obtained, the plaintiffs' testator and his solicitors were fully informed of the purport of the verbal bargain and of the facts and circumstances attending the execution of the agreement of the 27th March, as above stated. More than this, both he and his solicitors knew