

RIDDELL, J.:—The defendants were the owners of certain land in Niagara township, one of the very few (two, I think) townships in which the lots are not numbered in concessions but consecutively. The east side of the township abuts on the Niagara river, which runs a course inconsistent with a straight eastern boundary. The survey of the township began at the west, as appears from a letter from the Department of Crown Lands, which was at the trial accepted by the defendants as setting out the facts truly. In consequence of the course of the Niagara river being a little to the west of north, there were at the south of the township what would be called, in concession-surveyed townships, broken front lots. These were not numbered, but were apparently thrown into the adjoining lots, making these lots (at the south of the township) more than 100 acres in extent. What would in other townships be the line of the east side of the first concession ran into the river at lot 16—upon the weight of evidence I find in the south half of lot 16.

A patent issued on the 30th September, 1796, to William Baker for land “commencing at a post within one chain of Niagara river on the limit between lots Nos. 15 and 16; thence west to within one chain of lot No. 62, 100 chains more or less; thence north 20 chains; thence east to within one chain of Niagara River; thence along the bank southerly at the distance of one chain from the river to the place of beginning; being the lots Nos. 16 and 31, with a very small quantity of broken front, containing 200 acres more or less, with an allowance for roads, for which 25 acres and chains are reserved as per general specification.”

The fact that the quantity of broken front is “very small” is not without significance, and supports my conclusion as to the point at which the line already mentioned strikes the west bank of the river. In 1889 and before and thence hitherto there was and is a travelled road between two and three hundred feet west from the river; in 1889 the land between the road and the river was in part severed in ownership from the rest of lot 16—this in 1907 became the property of Mr. Marchmont, and is the “Marchmont lot” mentioned in the evidence. It is about one and one-fifth of an acre in extent, and runs from the north line of lot 16 to within about 200 feet from the line between the north and south halves of lot 16.

The defendants became the owners of the north half of lot 16 with the exception of this Marchmont lot.

The plaintiffs entered into negotiations for purchase from the defendants of their farm; during the course of the negotiations the defendants represented that the land they were selling