

Barker, J.]

[May 8.]

PETROPOULOS v. F.E. WILLIAMS COMPANY.

Bill of sale—Injunction—Bringing amount into Court.

An interim injunction order in an action to set aside a bill of sale to restrain the mortgagee from taking possession or selling the goods conveyed, will not be granted, except upon condition of the mortgagor bringing into Court the amount due on the mortgage.

Watson Allen, K.C., for plaintiffs. Trueman, for defendants.

Province of Manitoba.

KING'S BENCH.

Mathers, J.]

OLESON v. JONESSON.

[April 26.]

*Description of land—Ambiguity—Construction of contracts—
Falsa demonstratio—Evidence to explain latent ambiguity—
General followed by specific description.*

A. and B. in 1894, together purchased for \$270 a fractional quarter section of land of an irregular shape bordering on a lake at the east side and containing about 132 acres. The land was crossed by a highway called the Gimli road running in a somewhat oblique direction through it from north to south. Wishing to divide the land between them, and believing that the Gimli road divided it into nearly equal portions, A. took a deed conveying to him "the west half of the fractional quarter section or that part of the said quarter section lying on the west side of the Gimli road," and B. a deed conveying "the east half, etc., or that part lying on the east side of the Gimli road." They entered into possession of the respective portions on each side of the road without any measurement of acres, and continued in possession until, in 1903, B. conveyed his portion to the defendant and, in 1905, A. conveyed to the plaintiff by a deed describing that part of the quarter section lying to the west of a line running due north and south and dividing the quarter section