

or any part of them were read over to Mrs. Stevenson, saying that, although he accompanied Mr. Babe, presumably for the purpose of seeing that the instruments were executed, and thereupon paying over the money, he did not pay any attention to this portion of the transaction.

Nothing further of any importance occurred until some time late in August, or in the month of September, or October; the date was not at all definitely fixed. The plaintiff says that at some time during this period she was waited upon by her banker, Mr. Jarvis, who had the custody of her papers, accompanied by Mr. Taylor, an official of the Canadian Pacific Railway Company, who came to inform her that she had conveyed to Messrs. Flannigan and Cameron the rear strip in which the Canadian Pacific Railway Company were interested. This fact had apparently been brought to the knowledge of Mr. Taylor, and he came to Mrs. Stevenson for an explanation about it. Mrs. Stevenson swears that she was then for the first time aware that in the deeds the lands conveyed were described otherwise than as she had intended they should be.

During the interval between this date and the time at which the present action was brought, plaintiff was endeavouring to secure a reconveyance of the southerly strip from Messrs. Cameron and Flannigan. Their attitude almost from the first appears to have been that there had been no mistake made by Mrs. Stevenson in conveying this strip to them, but that they held it subject to a condition that it should be available for the purposes of a public highway. Indeed Mr. Flannigan is very positive in his evidence that throughout the negotiations it was stated by Mrs. Stevenson that her husband had made some sort of an agreement with the municipality of the township of Neebing whereby this strip of land should be given for use as a public highway, and that it was a term of the bargain between himself (Flannigan) and Mrs. Stevenson, that, although the southerly strip should be included in the conveyance from Mrs. Stevenson, the grantee should keep the strip open as a public lane or highway and should hold it subject to that condition. Mr. Cameron in his evidence said that in the month of October, when Mrs. Stevenson saw him, complaining that the deeds were not as she had intended they should be, she referred to some other arrangement with the town for an exchange of the rear part of her lots for some other land. From the time this action was brought the defendants' position had