

No. 1937 "situated between St. Paul, St. Roch and Henderson streets and the river St Charles, with the wharves and buildings thereon erected," concerning which there had previously been negotiations and some correspondence between the Government and the City, but the deed however did not follow precisely the designations or terms referred to in the correspondence. On the same day, by another deed, the Government conveyed the same property to the respondent, and subsequently the property passed to the Canadian Pacific Railway under the provisions of 47 V. (D.) ch. 87, s. 3 and 48 and 49 V. (D.) ch. 58, s. 3. Upon the execution of the deeds mentioned the respondent took possession of the grounds and wharves which have been occupied firstly by the respondent and then by the Canadian Pacific Railway ever since that time. In August, 1894, the respondent brought an action to recover part of the lands alleged by them to have been included in the description contained in the deed, which had not been delivered to them, but had remained in the possession and occupation of the city and others to whom the city had sold the same. The difficulty arose from the ambiguity in the description arising from the fact that "Henderson" street did not run to the river but only to a public highway known as "Orleans Place," the limits of which were not in direct prolongation of Henderson street as actually used for a thoroughfare. The respondent claimed that from the correspondence pending the negotiations it appeared that the intention of the parties to the deed was that the boundary should be by Henderson street, and the line of the western limit of that street as then in use prolonged into the river St. Charles, which would entitle them to an additional strip of land and a wharf commonly called the "Gas Wharf," of which they had been improperly deprived during a period of over twelve years through unlawful occupation by the city and those to whom the city sold the property after having conveyed it to the Government by that description.

*Held*, that in the absence of other means of ascertaining the intention of the parties, ambiguities in the designation of lands should be interpreted against the vendee and in favour of the vendor and his assigns.

In cases of ambiguous descriptions in deeds of lands the manner in which the parties to the deed have occupied and dealt with property which might be affected thereby is strong proof of the boundaries of the lands intended to be conveyed, and sufficient in