

all the land in the patent, notwithstanding the terms of the deed, about which I do not recollect, as I have already mentioned, that any point was raised on the argument. It was assumed, I think, that *Adam Graves* had parted with all that he held, as I have little doubt he intended to do.

1862.

Henderson
v.
Graves.

There are one or two other points in the case, upon which little or no stress was laid in the argument, because they were, I suppose, rightly considered to be unimportant; I mean the fact that the instrument by which the *Rev. John Doty* assumed to convey to *Samuel Doty* does not seem to have been under the seal of the granter, but for all that appears, may have only been a notarial instrument of such a description that it could not be effectual to convey lands in Upper Canada.

That at any rate can be of no consequence in the case, because the deed from *Adam Graves* to the *Rev. John Doty* was one liable to no such objection; and if that deed diverted the title from *Adam Graves*, it is immaterial to this case what became of the title afterwards. If in consequence of any want of due form *Samuel Doty* took no estate, then *Thomas H. Bridge* could never have held any, and the foundation of the supposed claim to relief in this case would be that the defendant *Smith* took a quit claim from a man who had no interest relating to lands in which the plaintiff in this suit also never in fact had (and, for all that appears, had never up to that time supposed that he had) any interest.

Judgment.

So also, as to the proof of *Thomas Bridge's* bankruptcy, and the appointment of assignees to his estate, all which it is shewn in page 41 of the case, was before he executed the deed of the 3rd of July, 1849, if that would have any effect in this suit, when no claim is set up by, or under the assignees, it could only shew that the release which it is complained the defendant *Smith* took in breach of a confidence reposed in him by this plaintiff,