

buildings—a workshop at the north-west corner of the defendant's property, and, if not by a boundary fence, at all events by a line of old fence posts.

The defendant subdivided the western portion of lots 21, 22, 23, and 24 into four narrow lots running north and south, having a frontage of about 18 feet each, on Hunter street. These lots, if run north to the northern boundary of defendant's land, would have a depth of 90 feet—or, to be exact, 91 feet 7 inches.

On these lots the defendant erected two semi-detached dwelling houses, the street numbers being 50, 52, 54 and 56. No. 56 is the one in question in this suit.

The defendant employed Woolgar and Atcheson to sell No. 56 for him. He instructed them as to its location and boundaries, and amongst other things that it had a depth of 90 feet from south to north. Manifestly he also pointed out to them that the northern boundary would be the southern boundary of the Coutts lot.

The defendant's agents, in pursuance of these instructions, negotiated for the sale of this property to the plaintiff. They represented to the plaintiff that it was a good deep lot; shewed him where the northern boundary ran; and, to assure him that he would have a depth of ninety feet they paced it off from Hunter street to the northern boundary of defendant's land, as hereinbefore described. Upon this representation, and upon this basis the plaintiff agreed to purchase this specific parcel of land for \$2,500. There was then an uncompleted building upon the property, which the defendant was to complete.

On the 31st July, 1912, the defendant's agent drew up an offer for purchase of "street number 56, having a frontage of about 17-6 feet more or less by a depth of about 90 feet more or less," on Hunter street; and this offer having, before the plaintiff signed it, been submitted to the defendant by his agent H. E. Woolgar, was read over, approved of, and accepted in writing under seal by the defendant; and the offer was thereupon executed under seal by the plaintiff.

The defendant conveyed to the plaintiff, a lot, or parcel of land, having a depth of seventy-five feet only; and a mortgage was given back for a balance of purchase money. The plaintiff, at the time his solicitor closed the transaction, knew nothing whatever of the shortage. The plaintiff's