

ANGLIN, J., refused the motion, stating that he had no doubt either as to the regularity or the sufficiency of the proceedings.

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ANGLIN, J.

APRIL 30TH, 1906.

TRIAL.

RUETSCH v. SPRY.

*Deed — Description—Mistake—Reformation — Declaratory Judgment—Building on Land Conveyed—Registry Laws —Estoppel—Covenant—Costs.*

Action for reformation of a deed and for a declaration of a right of way.

D. O'Connell, Peterborough, for plaintiff.

G. Edmison, K.C., for defendant.

ANGLIN, J.:—At the conclusion of the trial I indicated my views upon the principal questions of fact in issue between the parties, my acceptance of the version of the transactions involved given by plaintiff and his wife, and rejection of that of defendant wherever it conflicted with the evidence given on behalf of plaintiff. While I have no doubt that the parties throughout were dealing with the entire house in question, and intended the one to buy and the other to sell that house in its entirety, and so much land as was necessary to give plaintiff a rectangular lot with frontage on Dalhousie street, and having as its westerly limit a straight line which should lie west of the extreme western point of the northernmost structure forming part of the building which he intended to purchase, I cannot say that the price paid was fixed without regard to the frontage which such a parallelogram would occupy. The fact that a price of \$700 was fixed by defendant, when it was supposed that a frontage of 31 feet would carry the western limit of the parallelogram clear of the house, which he raised to \$720 when he discovered that a greater frontage would be necessary to accomplish that purpose, and represented, not dishonestly but quite positively, to plaintiff that by increasing the frontage to 35 feet the purpose which both had in view, as above stated, would be