

stake was placed at the west end of the south line of the lot surveyed. For the reasons already stated, I concluded that this survey was made prior to the execution of the deed, and, if so, these stakes, being artificial monuments placed by the parties to define the south boundary of the lot, coupled with the fact that the deed specifies a stake, as the starting point on the highway road, and mentions a marked post as standing on the Lenihan line, at the west end of the south boundary line, six chains and eighty-six links south of the north side line of the lot conveyed, afford one of the best possible means of locating the true bounds of the land intended to be conveyed. Artificial monuments thus placed are regarded by the law as evidence of the intention of the parties, second only in controlling force to that of natural monuments; for, while it is true that reference in a deed to a stake must often be taken to indicate merely a point, and does not necessarily mean that a stake had been actually placed at such point, yet when, from extrinsic evidence it appears, as it does in this case, that an iron stake was actually driven to fix the starting point, and another stake was actually placed to mark the end of the first course, these stakes so placed became important factors in fixing the bounds of the land, and are in fact artificial monuments. And, even if I am wrong in concluding that the survey was made prior to the execution of the deed, there can be no doubt that it was made about the time the deed was given, and was intended by the parties to accord with the deed, and indicates what the parties themselves then understood was the land conveyed or intended to be conveyed. It may be that the reference in the deed to "Thomas Harrison's south line," is an error in description, and should have read "Hugh Harrison's south line," or merely "Harrison's south line," but in any case there is, I think, sufficient in the description taken as a whole, coupled with the extrinsic evidence admissible, to make it clear that the land which passed to Sharp under the deed from Harrison was all that portion of the $27\frac{3}{4}$ acre lot which lies north of the Nevers land.

Next in order for consideration, is the defendant's claim, that White could not sell under the power of sale contained in the mortgage, because, first, such power was not assignable by the terms of the mortgage; and, secondly, if it were assignable, it was not in fact assigned to White. By the mortgage deed it provided, as I have already set forth in the foregoing statement of facts, that the power of sale may be