

from Morrison to Brand, filed in this cause as Defendant's exhibit A2 and the deed from Muldon *et al* to the Plaintiff, filed in this cause as Plaintiff's exhibit No. 1, refer to the "South East gable walls in the Line of Division between the property now sold and that of M. P. Guy" as being mitoyen, it being apparently assumed that the gable wall of the shed, as well as that of the House was mitoyen. It is quite possible, however, that the word "walls" may have been inserted in the said deed from Morrison to Brand in mistake for the word "wall", and as the description of the property in each of the succeeding deeds has been copied from this last mentioned deed the same word "walls" in the plural would naturally be met with in each of said succeeding deeds and in support of this view it must be stated that the Plaintiff has no receipt for payment for the use of said last mentioned gable wall; that the Plaintiff's shed roof has, at present, no connection with said last mentioned wall, and that said wall seems to have been built entirely on the property of said M. P. Guy or representatives, since the rear of the last mentioned property only measures forty nine feet three inches (49'3") in width including the whole of the gable walls at each side of the shed, instead of fifty feet (50') as shown of said Plan deposited in the office of M. Bedouin N.P., an extract from which is hereto annexed; there is, however, a small strip of wood nailed against said wall which apparently, at one time, covered the join between said roof and said last mentioned gable wall; therefore, as there is only one wall between the shed on the property of the Plaintiff and that on the property of the said M. P. Guy or representatives, I have taken my measurements from the centre of said wall, without expressing any opinion as to the proper position of the Division Line between the property of the Plaintiff and that of the said M. P. Guy or representatives.

The deed from the said Morrison to the Defendant refers to the gable "wall" between the property sold that of Hector Munro or representatives as being mitoyen, referring apparently only to the gable wall of the house, and as there are two walls between the shed of the Defendant and that of said Hector Munro or representatives I have taken my measurements to the common face of said walls, which coincides with the centre of the nearest post in the fence between the yard of the Defendant and that of said Hector Munro or representatives; this last mentioned fence being apparently a common fence