

line. The question arose about the defendant getting light, and Standish said further, "It is almost a certainty that Mr. Bullen will so build."

On the 24th May Mr. Woods replied, saying that if defendant wants to purchase "Let him make an offer and I will consider it," and he further said that he was in touch with an institution, and price named was \$20,000. He also stated that he would consider an offer, but that defendant could not go through his house to inspect it.

On the 28th defendant's solicitor wrote declining to make any offer to purchase without inspection, but inviting negotiations as to right of light over southerly ten feet of plaintiffs' land. On the same day defendant's solicitor wrote a further letter to Mr. Woods which is as follows:—

"Since writing to you this morning it has occurred to me that in putting in the foundations of the "Athelina" it will be necessary to remove the fence in the rear of 91 Breadalbane street, the old fence. Mr. Bullen wishes to give you as little trouble as possible and would be glad to know if you have any suggestions to make in regard to the matter. He would like to meet your views so far as may be."

The plaintiffs then placed the matter in the hands of their solicitors, who wrote to defendant's solicitors on the 3rd June, threatening that unless defendant was prepared to make amends for his trespass it would be necessary to commence an action and apply for an injunction. To this defendant's solicitors reply, discussing the question of old fences being in direct line of the northerly boundary, and mentioning that there was an overhanging eave to the north of the north wall of the stable, and closing thus, "Our client has not the slightest intention of encroaching in any way on your client's property, and has not done so. You will surely admit that our client is entitled to build up to the limit of his own property and he proposes to do this." "This limit is shewn on the survey which you have examined."

The plaintiffs' solicitors in letter of the 7th June, took exceptions 1st, to the statement that defendant had not extended his building operations beyond what he was entitled to do, and also as to the survey being correct. The plaintiffs' solicitors thought it would be only proper to issue a writ. On the 8th June defendant's solicitors wrote an argumentative letter in reply, and gave the plaintiffs notice that if by