

lots 2 and 3) was a factor of importance, as it was consistent with the true boundary being in accordance with the Zealand survey, and was also consistent with other old landmarks.

The boundary should be declared to be the line shewn by the stone monuments and that line produced.

The declaration as to the plaintiff company's right to maintain the projecting eaves of the house should stand.

The claim to reform the patent failed and should be dismissed.

The appeal should be allowed with costs, and the judgment should be varied as indicated, and the plaintiff company should pay the costs of the action.

The disposition of the motion to admit further evidence should not be interfered with.

Appeal allowed.

HIGH COURT DIVISION.

MIDDLETON, J.

OCTOBER 23RD, 1918.

WALSHAW v. SECURITIES LIMITED.

Mortgage—Bonus for Delay—Credit on Mortgage-debt—Mortgage Given for Balance of Purchase-money—Money-Lenders Act, secs. 4, 5—Application of—"Money Lent"—Cost of Loan"—Interest in Arrear—Mortgagors and Purchasers Relief Act—Appropriation of Payments—Costs—Parties—Addition of, in Master's Office.

Action upon a mortgage given to secure a balance of purchase-money.

The action was tried without a jury at Toronto.

J. P. White, for the plaintiff.

J. D. Coffey, for the defendants.

MIDDLETON, J., in a written judgment, said that two questions were raised:—

(1) When the mortgage (or an instalment) fell due, the defendants offered a bonus to the mortgagee for delay. This was paid in three instances, and in one other instance was included in notes given as collateral security, but was not actually paid.