

Essex, and depends in the first place upon the interpretation of the patent of certain marsh lands to William and James Caldwell, in the year 1798, and in the second place upon the contention of the defendants that they have acquired a possessory title.

By the Caldwell grant, 3,053 acres, more or less, of marsh, were conveyed to the Caldwells, and by the subsequent patent of lot 55 it is bounded on the west by the easterly boundary of the lands patented to the Caldwells. This easterly boundary is described in very general language, and runs from a point remote from the lands now in question, "following the edge of the marsh south-easterly according to its different sources and windings till it comes to the shore of Lake Erie."

The contention put forward by the plaintiffs, who have succeeded to the Caldwell title, is, that the true boundary is to be ascertained by following strictly the edges of the marsh through all its sinuosities, even though this involved departure from a south-easterly course and the travelling in other directions so as to surround the heads or inlets of the marsh. This contention is illustrated by the plan prepared by Mr. McColl, exhibit 1 at the trial.

The defendants, on the other hand, contend that a general south-easterly course should be followed, and that the true line should be run from highland to highland, disregarding all the sinuosities of the marsh line, and that these inlets of marsh land are to be regarded as included in the land covered by the patents granted of the territory surrounding the marsh.

By the defence filed it is set up that there was a survey made by Mr. Laird many years ago, and that Mr. Laird laid out a plan which accords with the defendants' present contention, and of which a sketch filed as exhibit 5 is a substantial reduplication. Mr. Laird has recently been again over the ground, and the posts planted by him at the intersections of the north and south lines of lot 55 with the margin of the marsh, and the other posts shewn upon the sketch, are, I am satisfied, substantially in the same place as the posts then planted by him.

It is said that this boundary-line was accepted by the Caldwells as a correct delimitation of the marsh boundary. The plaintiffs are, however, *bonâ fide* purchasers for value without notice of any agreement, even if such agreement were made out; and the Registry Act, I think, affords them protection against this unregistered agreement. I give leave to amend by setting up the Registry Act by way of reply.