

be so, then the lands of the plaintiffs extend to the line of the water at low water mark, and so include the spot where defendant removed the gravel. My own view would be that a boundary at the shore of a lake would be that point where the ordinary wash ceased, and that all the sand or beach between ordinary low water and the nominal high water wash would form the shore. Again applying *Stover v. Lavoia*, it is said that a littoral or lacustrine proprietor has the right to protect his riparian privilege against any injury likely to arise from the wash of the waves and against the removal of sand or gravel which forms a natural barrier against the encroachment of the lake.

I find the fact to be that the act of defendant rendered the encroachment of the lake more likely, and the continued removal of the sand or gravel would work injury to plaintiffs' lands.

It was contended that the sand or gravel might shift or wash away by storms, and so the waters reach plaintiffs' banks. Of course, that might happen, and that is one of the risks incidental to plaintiffs' riparian position, but it in no way forms any excuse for defendant removing what the storms have not as yet washed away.

It was also argued that, as plaintiffs had at times sold gravel to defendant and others, they were in some way precluded from now complaining. I do not think so. Plaintiff *Alexander Servos* admitted that he had done so, but in ignorance of its injurious effects, and that he, now knowing the injury it had been to his land, was determined to stop further removal if he could.

Coppen, an owner some 5 or 6 lots away, said he had refused \$200 for leave to remove gravel from in front of his land, as such removal would be very injurious to the banks.

I think plaintiffs are entitled to an injunction restraining defendant, his servants or agents, from digging up or removing any sand or gravel lying between the banks of plaintiffs' lands and the waters of Lake Ontario.

I fix the damages for the trespasses already committed at \$20, and order defendant to pay plaintiffs' costs upon the High Court scale.