

ignoring the conclusion there arrived at, or in refusing to restrain the defendants from holding possession of and operating the plaintiffs' factory and from carrying on their business. This is altogether apart from the admission of debt on the part of the plaintiffs, or the fact that Krug may be entitled to payment from the plaintiffs. I am dealing only with the remedy which at this stage he is entitled to apply. The application should be granted, and the defendants restrained as asked until the trial.

The defendant Krug says, and it is not denied, that he has paid the bank the amount due by the plaintiffs. As a means of protection to him, and without prejudice to any other rights he may have, the plaintiffs, while the defendants are so restrained, should keep an account of the operations of the business, and pay into the bank from time to time to the joint credit of themselves and Krug the proceeds derived from such operations in excess of what is necessary to pay the workmen and employees. This term is, I understand, acceptable to the plaintiffs; and, in view of what appears in the material, it is not an unreasonable one, though not necessarily following from the granting of the injunction.

Costs of the motion reserved to be disposed of by the trial Judge.

MIDDLETON, J.

OCTOBER 20TH, 1914.

LEDYARD v. YOUNG.

Title to Land—Boundaries—Descriptions in Crown Patents—Marsh Land—Sinuosities—Surveys — Agreement — Bonâ Fide Purchasers for Value without Notice—Registry Act—Leave to Amend—Possessory Title—Evidence—Statute of Limitations—Assessment—Declaratory Judgment.

Action for a declaration of the true boundary-line between the plaintiffs' and defendants' lands and for an injunction and damages.

The action was tried without a jury at Sandwich.

F. A. Hough, for the plaintiffs.

E. S. Wigle, K.C., for the defendants.

MIDDLETON, J.:—The action concerns the title to some 22 acres of marsh land in the township of Maldon, in the county of