of the said tract, then north 31 degrees 30 minutes west 50 chains more or less to Little Creek, then southerly along the water's edge with the stream to Big Creek, then north-easterly up Big Creek to the place of beginning."

There was nothing in the patent to indicate what was meant by "distinguished by lot D.D."

The statement that the parcel contains 60 acres more or less and that the east limit of it is 50 chains more or less in length may be disregarded if there is in the words of the description of the boundaries a sufficiently certain definition of what was granted: Mellor v. Walmesley, [1905] 2 Ch. 164, 174.

If there was some gradual change of the courses of the streams by which the area of the lands contained within the boundaries was increased, and if the grant, properly construed, was a grant of the lands contained within such boundaries, the plaintiff's predecessor in title gained, and the plaintiff now owned, a much larger area of land than was originally granted: see Volcanic Oil and Gas Co. v. Chaplin (1912), 27 O.L.R. 34, 484, especially at pp. 494, 495.

It was impossible, even by the very artificial means of treating the words, "southerly along the water's edge with the stream," as equivalent to "southerly along the edge of the high land," to give to the patent a construction which would make the whole of the descriptions, including the acreage and the measurement, exactly fit either what the defendants admit, or what the plaintiff said was the land granted to his predecessor in title; and there was nothing for it but to follow the description on the ground, as it is at present, and to hold that the plaintiff, as the owner of "D.D.," is entitled to the land bounded by the western limit of lot 13 and the water's edge of Little Creek and Big Creek. That the whole of the area (except the ponds), within the boundaries mentioned, was "land" which passed by the grant, and could not be called "water"—as the low-lying part of it would have to be called if the construction of the grant contended for by the defendants was adopted—seemed clear upon the description given by the witnesses, and also upon the inspection made by the learned Judge; and the opinion that it is "land" is strengthened by the decision in Merritt v. City of Toronto (1911), 23 O.L.R. 365, 372.

The plaintiff should have an injunction and $25 damages, with costs.