

and the sum of \$1,100, which he gave to the defendant, plus exchange on the amount of that difference in United States currency on the 6th October. For the purposes of this action, counsel at the trial agreed that the value of Levs in Bulgaria at the time was at the rate of $33\frac{1}{2}$ cents to the dollar in United States currency. On this basis of calculation, the plaintiff was entitled to \$279.10 and exchange thereon at $4\frac{3}{4}$ —the rate current on the 6th October. There should be judgment for the plaintiff for \$292.35 and interest from the 6th October, 1919, with costs of the action on the lower scale. W. A. Henderson, for the plaintiff. R. R. Waddell, for the defendant.

WALKER V. GALLIPAU—KELLY, J.—JULY 17.

Boundaries—Dispute between Neighbours—Recognised Line between Lots—Acceptance by Parties—Conduct—Trespass—Nominal Damages—Costs.]—An action for trespass to land, tried without a jury at North Bay. KELLY, J., in a written judgment, said that the dispute was over the location of the boundary-line between lot 2 in concession A. of the township of Caldwell, owned by the plaintiff, and lot 1, to the east of lot 2, purchased by the defendant in October, 1915. After reviewing the evidence, the learned Judge said that his conclusion was that what the defendant intended to purchase and expected to acquire by his conveyance was the land bounded on the west by the line running northerly from the oak-post, long and universally recognised as at the boundary between the two lots. The manner of the defendant's dealing with the property after the purchase was in harmony with an honest belief, that both he and the plaintiff entertained, in the accuracy of that line. Any deductions from a mere examination of the notes of the original survey, without regard to other existing conditions, could not prevail against the circumstances in which the defendant purchased and the established fact that the line of the oak-post had been universally until 1919 recognised as the true boundary. The value of the disputed land was relatively small; the defendant had made a not ungenerous proposal for settlement; but the plaintiff was exacting, and did not accept the proposal. There should be judgment for the plaintiff, with damages assessed at \$1, but without costs. G. A. McGaughey, for the plaintiff. J. H. McCurry and J. A. Philion, for the defendant.