

the northern wall of the barn has heretofore served in lieu of a fence.

On the 10th August, 1903, the Misses Doherty sold the northern pair of houses to the defendant. The conveyance describes the southern boundary of the parcel as running parallel to York street. This, of course, excludes a triangular parcel of the land, enclosed by the fence and barn.

On the 28th August, 1903, the purchaser, realising that this description was erroneous, asked for a confirmation deed, containing a correct description; and the deed of that date was executed; but, unfortunately, the description contained in it is also erroneous, as it describes the southern boundary of the parcel conveyed as being parallel to the southern boundary of lots 64 and 65, which was itself nearly parallel with York street.

The following year, the plaintiff purchased the two southern houses; and on the 12th April, 1904, the Misses Doherty conveyed to her the southern portion of the two lots, giving as the northern boundary of the parcel conveyed the southerly limit of the land conveyed to the defendant.

Upon the evidence it is quite clear that in both these transactions the intention was to convey up to the fence; and this was assumed to be the boundary line, each party occupying to the fence line, until the dispute giving rise to this action, which took place early in 1911.

This dispute was as to the ownership of the few inches of land lying south of the continuation of the fence and north of the barn. For the purpose of determining this dispute, a survey was made, when the mistake as to the location of the boundary was discovered.

This action is brought to recover possession of the small triangular parcel; and the defendant asks to have the conveyances rectified so that the descriptions may conform to the true boundary as she alleges, i.e., the fence line. There is now no dispute as to the plaintiff's title to the few inches north of the barn.

The learned County Court Judge has held the parties bound by the conveyances, thinking that the evidence does not establish with sufficient clearness that the bargains differ from the conveyances.

A very careful perusal of the evidence satisfies me that the bargain with reference to both parcels was a bargain to sell up to the boundary fence.

I refer to the plaintiff's evidence, where she says: "Q. What you bought was what went with the two houses? A. Yes. Q.