The Boundary Point
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Case Commentaries on Property Title and Boundary Law

The Boundary Point is published by Four Point Learning as a free monthly e-newsletter, providing case comments of decisions involving some issue or aspect of property title and boundary law of interest to land surveyors and lawyers. The goal is to keep you aware of decisions recently released by the courts in Canada that may affect your work.

Land fronting on water continues to generate disputes that often result in litigation. Fortunately, the courts in Canada are given many opportunities to identify and apply the principles of law, which then result in reasons for decision that continue to clarify how solutions are found, despite a wide spectrum of facts. This really has been the challenge for land surveyors and lawyers in the past: how can we discern the principles when each decision is factually unique? On the other hand, how can we separate the principles from the facts so we are not bogged down in endless searches for answers?

In this issue, we consider again questions around water boundaries, riparian rights, and the application of basic common law principles to unique and specific situations on the ground. Like the last issue, which dealt with a BC decision, this month we consider *Bowlby v Bernard*,[1] only just decided in the Court of King's Bench of Alberta. The issues in this case lie at the intersection of accretion, riparian rights, Alberta's *Torrens* Land Titles system and the interpretation of descriptions of land. It is a further chapter in the unfolding resources of natural boundaries and how title and ownership rights are understood on the waterfront.

Clarifying Title and Riparian Rights on the Waterfront when Crown Patents Overlap

Key Words: *riparian rights, Crown patent, expert opinion, Alberta Township Survey, accretion*

Last month's issue began by noting that while the list of riparian rights may be settled, clarity on what those rights actually entail and how principles are applied in the wide variety of possible waterfront scenarios continues to evolve. The decision in *Bowlby v Bernard* is thankfully one such further case.

The problem originated out of a conflict resulting from both parties holding Certificates of Title to the same parcel of land. Simply put, Bowlby claimed the land as an accretion to the original

[1] *Bowlby v. Bernard*, 2026 ABKB 53 (CanLII), https://canlii.ca/t/khr0q

lands patented by the Crown in 1920, based on a 1905 survey of the Township. These lands fronted on a lake and in the years that followed, the land has accreted further out. The Bernards claimed the accreted lands due to holding a Certificate of Title to the accreted lands, comprising about 11.5 acres. The certificate included a description of the land based on a further 1919 survey of the same Township and was included in a quit claim patent issued to the Bernards' original patentee in 1920. The Registrar of the North Alberta Land Registry District was also added as a defendant since the parties asked the Court to direct a rectification of the title by cancelling Bowlby's Certificate of Title to the accreted land.

There is little detail in the decision to illustrate, by survey plan, or diagram, the circumstances on the ground. A partial copy of the original 1905 Township survey appears below.

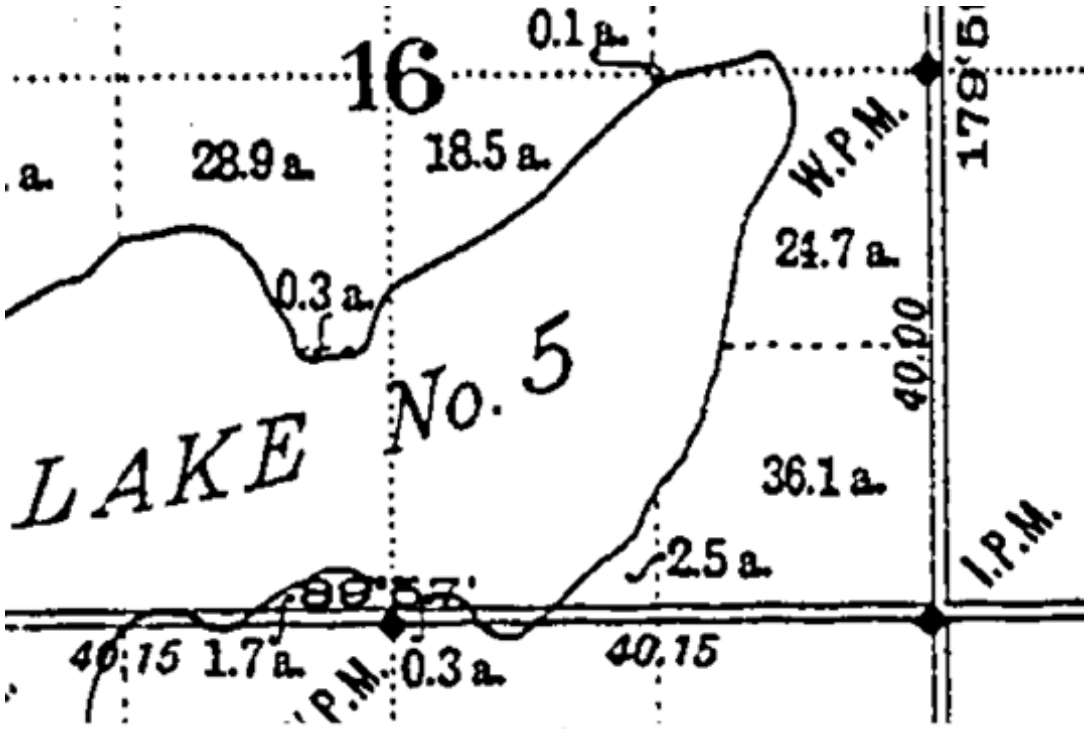

Figure 1: Part of Plan of MERIDIAN 5 RANGE 1 TOWNSHIP 56, dated 27 October 1905[2]

The wording of the relevant part of the description today in the Certificate of Title to the land patented to Bowlby is,

> …
>
> SECONDLY: ALL THAT PORTION OF LEGAL SUBDIVISION 1 AND THE SOUTH HALF OF LEGAL SUBDIVISION 2 **OF SAID SECTION 16 NOT COVERED BY THE WATERS OF LAKE NO. 5 AS SHOWN ON A PLAN OF SURVEY OF THE SAID TOWNSHIP DATED 27 OCTOBER 1905**, CONTAINING 15.8 HECTARES (38.90 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS.

[2] From: SPIN2 Alberta Land Titles and Surveys Spatial Information System at https://alta.registries.gov.ab.ca/SpinII/logon.aspx

Alberta Land Title Certificate – Title Number 105E247 [**emphasis** added].[3]

The subsequent Township plan prepared in 1919 was also retrieved. In Figure 2 below, a Legal Subdivision is identified comprising 10 acres, and which was not depicted on the 1905 Township plan.

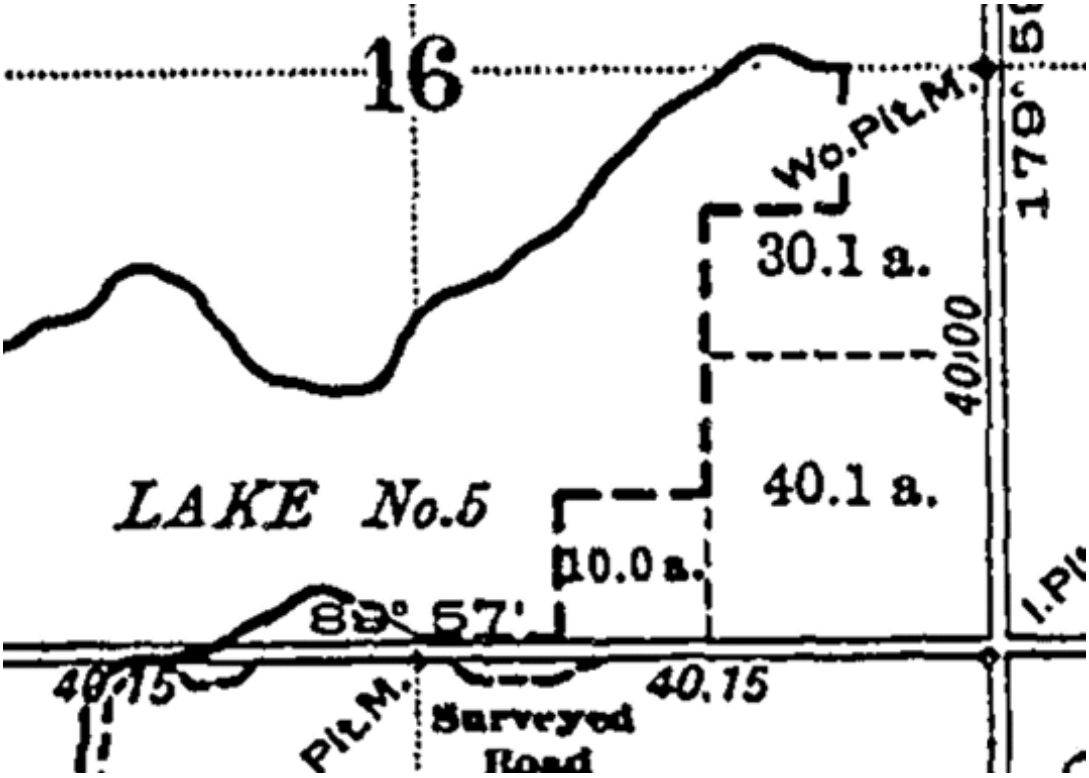

Figure 2: Part of Plan of MERIDIAN 5 RANGE 1 TOWNSHIP 56, dated 20 February, 1919[4]

The wording of the relevant part of the description today in the Certificate of Title to the land quit claim patented to Bernard is,

> ALL THOSE PORTION OF LEGAL SUBDIVISION ONE (1) AND THE SOUTHEAST QUARTER OF LEGAL SUBDIVISION TWO (2) OF SECTION SIXTEEN (16) TOWNSHIP FIFTY SIX (56) RANGE ONE (1) WEST OF THE FIFTH MERIDIAN **AS SHOWN ON A PLAN OF SURVEY OF THE SAID TOWNSHIP SIGNED AT OTTAWA ON THE 20TH DAY OF FEBRUARY A.D. 1919, WHICH SAID PORTIONS ARE NOT INCLUDED WITHIN THE LIMITS OF THE LAND HERETOFORE GRANTED BY OUR LETTERS PATENT BEARING DATED THE 7TH DAY OF OCTOBER A.D. 1920** THE LAND HEREBY DESCRIBED CONTAINING 4.66 HECTARES (11.50 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME.
>
> Alberta Land Title Certificate –Title Number 052 479 913 [**emphasis** added][5]

[3] *Bowlby v. Bernard*, para 11

[4] From: SPIN2 Alberta Land Titles and Surveys Spatial Information System at https://alta.registries.gov.ab.ca/SpinII/logon.aspx

[5] *Bowlby v. Bernard*, para 12

An image of the ground as it appears today is shown below in Figure 3.

Figure 3: Image from Google® Maps of site. All rights reserved.

Coincidentally, this location is also used as an example of Crown Canada surveying activity during roughly this same period, in a recent article.[6] Citing many Annual Reports from the Topographical Surveys Branch of the federal Department of the Interior, Ballantyne describes the activity and infers what the policy was at the time:

> After re-survey, Township plans were re-compiled to show any dry lakebed as fractional parts of a legal subdivision (a legal subdivision is a parcel of 40 acres, being ¼ of a ¼ Section). The fractional part was usually 10 acres, being ¼ of a legal subdivision. These straight-line boundaries divided "land available for disposal and that rendered useless by water." For example, the plan of Township 56 in Lac Ste Anne County was redrawn in 1919, based on the 1918 resurvey of the lakes within the township, and the dry lakebed was included in the 10-acre fractional parts of each ¼ Section [referencing Figure 2 above].
>
> …
>
> What did the Crown do with the dry lakebed parcels? One might infer that, if the lake had dried up gradually, then the exposed lakebed would naturally attach to the waterfront parcel as accretion. However, such was not Crown policy. Rather, the Crown (federal before 1930 and provincial until 1966) insisted that dry lakebed were separate parcels to be granted or sold to the adjoining waterfront parcel…[7]

The court set out the position and arguments of the Applicant, Bowlby, in a succinct manner:

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[6] Ballantyne, B., *"Ducks must be plentiful": Surveying dry lakebeds in Alberta, 1912-1920*, in *The Baseline*, Vol. 2, No. 1, September, 2025, at page 6; https://albertalandsurveyhistory.ca/wp-content/uploads/2025/09/The-Baseline-Vol-2-No-1-Sept-2025.pdf; All rights reserved.

[7] *Ibid.*, at pages 8 & 9

Mr. Bowlby argues that the legal description in the Bowlby title is riparian in nature. This means the western boundary of the Bowlby lands is not fixed at a specific historical shoreline but instead follows the current shore of Lake No. 5 as it changes over time. A riparian title includes the right to gain land through accretion as the boundary body of water recedes: the Bernard title thus describes nil lands, as the title refers only to land between the Bowlby title and the lake, as it receded since the original survey. As such, the applicant argues that the Bernard title is and always has been legally void.

The applicant relies on principles of law, not historical practice or alleged government intent (as the respondents do) to assert his claim: he argues that Alberta cases treat land title interpretation as a pure question of law. Further, the Ontario cases relied on by the respondents are not persuasive as there is a different land title system. Instead, Mr. Bowlby argues that the Alberta Torrens system's purpose is to avoid historical investigations and ensure certainty based on the register of land titles.

Yet, the applicant does rely on some history: he argues that in 1931 the language on the series of land titles describing the Bowlby property changed to remove any reference to fixing the boundary to the shoreline of the 1905 survey, which the applicant argues further confirms the riparian nature of the property. The quit claim issued to Flynn in 1930, the applicant argues, was an instrument transferring ownership by the province without asserting an interest in it. The applicant argues that Flynn already owned the land, and it was only in 1948, well after his death, that the quit claim was identified and a title was issued for the property it described: however, it was duplicative then and the Bowlby's title remains duplicative now.

Mr. Bowlby relies on the evidence of an "expert" from Alberta Environmental and Protected Areas. Both the applicant and respondent provided expert evidence. This court cannot rely on the affidavits advanced. The contents of the opinions were not admitted by the other parties, nor was expertise of the purported experts. Further, the opinion put forward by Mr. Bowlby purports to answer the question at hand about the nature of the Bowlby title, which is a legal determination for the court to make.

The applicant notes that Alberta courts have held that when a certificate of title describes land "not covered by the waters of…" a body of water, the titleholder owns all land up to the current water's edge, not just the land as it existed at the time of an old survey. Thus, Bowlby argues, a legal description (not the area measurement or historical map) determines the actual boundary, confirming riparian rights mean the boundary moves with the water.

Where the Bernards argue the doctrine of indefeasibility, the applicant responds that this principle does not apply when titles overlap. He relies on the "prior certificate of title" exception: s. 62(1) of the *Land Titles Act*, RSA 2000, c L-4 [*LTA*]:

> **Certificate as evidence of title**
>
> 62(1) Every certificate of title granted under this Act (except in case of fraud in which the owner has participated or colluded), so long as it remains in force and uncancelled under this Act, is conclusive proof in all courts as against His Majesty and all persons whomsoever that the person named in the certificate is entitled to the land included in the certificate for the

estate or interest specified in the certificate, subject to the exceptions and reservations mentioned in section 61, except so far as regards any portion of land by wrong description of boundaries or parcels included in the certificate of title and except as against any person claiming under a prior certificate of title granted under this Act or granted under any law heretofore in force relating to titles to real property in respect of the same land.

(2) For the purpose of this section, that person is deemed to claim under a prior certificate of title who is holder of or whose claim is derived directly or indirectly from the person who was the holder of the earliest certificate of title granted, notwithstanding that the certificate of title has been surrendered and a new certificate of title has been granted on any transfer or other instrument.[8]

In reply, the position and arguments of the Respondents, Bernards, was also summarized:

The Bernards argue that the Crown's intent was to grant two distinct parcels and not to subsume the Bernard lands into the Bowlby title. The parcels of land have been historically separate and both titles are valid. They seek an order declaring they are the legal and equitable owners of the Bernard lands and that the Bernard title is valid.

The Bernards rely on the principle of indefeasibility of title under the Torrens system and argue that the applicant's claim does not fit into any of the limited exceptions. They also rely on s 62(1) of the *LTA* (arguing that the exception does not apply to Mr. Bowlby), and ***C.P.R. v. Turta***, 1954 CanLII 58 (SCC), [1954] SCR 427 at 443-444 and where the court cited the principle from across Canada and Australia and held:

> The foregoing preamble and quotations, as well as others to similar effect, emphasize that the Torrens system is intended "to give certainty to the title" as it appears in the land titles office. That one who is named as owner in an uncancelled certificate of title possesses an "indefeasible title against all the world", subject to fraud and certain specified exceptions, while one who contemplates the acquisition of land may ascertain the particulars of its title at the appropriate land titles office and deal with confidence, relying upon the information there disclosed.
>
> Moreover, it contemplates that those who acquire a registerable interest in land will, without delay, effect registration thereof and avoid possible prejudice. That such a system may from time to time impose hardships is obvious and, therefore, in addition to preserving actions against the wrongdoer, the legislature has provided an assurance fund out of which, in appropriate cases, compensation may be paid to those who suffer a loss.

Relying on this common law and statutory principle, the Bernards argue that the starting point for analysis is that their title is conclusive proof of their ownership. In effect, they argue a presumption in their favor.

They argue that the Bowlby lands referenced the 1905 Plan and the location of the shoreline <u>at that time</u>. The Bernard lands referenced the 1919 Plan – identifying land that was exposed by the receded lake. The Department of the Interior granted the previously submerged land a new, separate parcel; specifically granting a separate title rather than

[8] *Bowlby v Bernard*, paras 13 - 18

> leaving the land as accretions to existing titles. Based on the government's treatment of the lands as distinct in 1929, the Bernards argue that the two properties are not the "same land" as contemplated by s. 62(1), above. This, they argue, was clearly the intention of the grantor and is determinative.
>
> For this to be correct, the Bernards recognize that the 1920 Patent and subsequent 1921 title never created a parcel with riparian rights. They agree with the applicant's statement of law that when a parcel's boundary is a permanent and natural body of water, ownership includes accretions (or losses) as the water's shoreline changes. However, they argue that the reference to the 1905 Plan in the original patent and title fixes the boundary of the Bowlby land to the edge of the water as it was in 1905, not to the edge of the water. Instead, they argue, it was the 1930 Patent to Flynn that carried riparian rights.[9]

At this point, readers will be alive to the kind of tension that existed in this dispute between the right of an owner to riparian land, whose predecessor in title gained land through accretion, *versus* the right of an owner to that same accreted land through the holding of a Certificate Title with all the assurances and certainty that such a certificate bestowed on its holder. However, was this really a problem of title or was it an issue of boundary location? The court's analysis began by explaining how riparian rights exist (and attach to a parcel of land) in a *Torrens Land Titles* system:

> In the Torrens system, being the named owner on an active title is to hold "indefeasible title against the world" or, in other words, absolute and unquestionable proof of ownership subject only to fraud and limited, specified exceptions in the *LTA* or at common law: see ***CPR v Turta***, above and s 62(1) of the *LTA*, above, which enshrines the principle of indefeasibility.
>
> Although a certificate of title is the authoritative document for establishing whether a landowner has riparian rights, a land title registration itself cannot grant or remove a riparian right. Riparian rights arise automatically whenever land described by a certificate of title has a natural boundary with a natural water body. The Respondents relied in part on paragraph 60 in ***Lack v Alberta*** (Sustainable Resource Development), 2011 ABQB 379, arguing that "the relevant time period for what lands constitute a parcel and whether that parcel is riparian is at the time of the grant." However, their reference quotation was incomplete.
>
> The Crown, via a certificate of title, does not expressly grant riparian rights. They are an incidence of riparian land ownership: ***Lack*** para 60:
>
> > Certainly, the Accreted Lands were covered by the waters of Gull Lake in 1896. Does that mean that the owners of these parcels never had, or could never acquire, any right to the Accreted Lands? The land descriptions contained in the original Crown grants deal only with the lands to which the grantees are entitled. Riparian rights exist either at the time of the original Crown grants or through the passage of time as water recedes or shorelines expand. In *Western Irrigation District v. Trobst*, 1990 CanLII 5858 (AB KB), 1990 CarswellAlta 310, 103 A.R. 65 (Alta QB) Virtue J. described "riparian rights" in the following way:

[9] *Bowlby v Bernard*, paras 20 - 24

> 17 At common law the owner of land on the banks of a natural stream or watercourse is entitled to the enjoyment of what are commonly known as "riparian rights". A riparian owner has a right to the ordinary use of the water which adjoins his land, as a natural incident of the ownership of the land itself, which does not depend upon the ownership of the land covered by the water. *Chasemore v. Richards* (1859), 7 H.L.C. 349, 11 E.R. 140; *Lord v. Sydney (City Commissioners)* (1859), 12 Moo. P.C. 473. [emphasis added].

Lack confirms that riparian rights are a natural incident of owning land on the bank; do not depend on the form, content, or timing of the title; and where the boundary is natural and ambulatory the shoreline and boundary of the land can recede or expand over time.

Finally, if accretion has occurred (see below), and the riparian landowner has the required evidence or assent of any other affected adjoining landowners, then the riparian landowner may apply to the Land Titles Office to amend the certificate of title via s 89 of the *LTA*:

> 89(1) Where a parcel of land that adjoins land owned by the Crown in right of Alberta has a natural boundary, the Registrar, on application by the registered owner of the parcel or the Crown, may amend the description of the parcel to reflect the current location of the natural boundary.

Riparian lands and rights at common law

Riparian land in the legal context is land next to water, and this attracts benefits and some potential consequences: Allison Boutillier, *Water Law in Alberta* (Environmental Law Center (Alberta) Society, 2022), 2022 CanLIIDocs 817, ch 1 at 41–49). The legal boundary is the line where the bed and shore of the water body or watercourse end, as the beds and shores of waterbodies and watercourses are vested in the Crown in right of Alberta automatically by operation of law: see *Surveys Act*, RSA 2000, c S-26, s 17; *Public Lands Act*, RSA 2000, c P-40, s 3.

Riparian landowners have traditionally had certain special rights at common law, known as “riparian rights”, which include:

- the right to access the water the riparian property borders on;
- the right to take and use water;
- the right to have the water next to his or her property remain of the same quality, the right to accretion (or the right to the property up to the bed and shore of the water body where water has receded or the buildup of land through the process of alluvium which pushes the high water line back) and obligation of erosion (or the loss of property which has become gradually submerged over time);
- the right to divert the flow of water;
- the right to drain water from the riparian property to the adjoining water body or watercourse; and
- the right to divert water to prevent flooding and erosion.

> (Gerard V La Forest QC, "Chapter 9: Riparian Rights" in *Water Law in Canada* (Ottawa: Information Canada, 1973) at 200–233).
>
> In Alberta, the common law as it pertains to riparian rights (and particularly accretion, which is relevant to this case) was adopted by the Crown: see ***Clarke v Canada (Attorney-General)***, 1929 CanLII 38 (SCC), [1930] SCR 137 at 149 [***Clarke***].
>
> Although riparian rights have been changed by modern legislation, s 22(3) of the *Water Act* explicitly preserves the common law riparian rights that are not inconsistent to the applicable statutes: RSA 2000, c W-3; see also ***Erik v McDonald***, 2019 ABCA 217 at para 7. The right to divert the flow of water and the right to drain water have been eliminated; a permit is usually required before diverting water to prevent flooding and erosion; and the right to use water is limited to household purposes: *Water Act*, ss 1(1)(b), 20–23, 36; Boutillier, ch 1 at 41–49. However, the common law right to accretion has remained largely intact.
>
> There are two situations where a property is likely to be riparian land. First, when the certificate of title states that the property encompasses everything "except for anything covered by water", the holder of that certificate of title is likely to be a riparian owner: Boutillier at 35. Second, when the watercourse or water body is the boundary of the property, or when the boundary follows "the location where the bank used to be, as long as the bank falls under the common law doctrine of accretion": Boutillier at 36.[10]

Citing both ***Johnson v Albert***a, 2001 ABQB 642 and ***Red Deer (City of) v Pitt***, 1998 ABQB 724 (CanLII), the court confirmed that it had previously held that accretions to land are limited by the boundaries described in the certificate of title. Moreover, whatever boundaries a Certificate of Title describes, whether that be ATS or non-ATS boundaries, operates to set the outer limits of accretion. These circumstances did not apply; ultimately both patents applied to the same accreted land. To make it perfectly clear, the court stated:

> None of the case law restricts the right of accreted land to a particular point in time when a map was drawn; there is no support in law that supports such a description as creating a fixed boundary of a historical shoreline.[11]

The Bernards also argued the application of Ontario case law, but the court dismissed its application, explaining:

> The respondents argue that when determining if the Contested Land and the Applicant's Land are the same land, this Court must consider the intention of the grantor. They cite a series of cases from Ontario which they suggest stand for the proposition that the intention of the original developers of land is relevant to a boundary issue: ***Tiny (Township) v Battaglia***, 2013 ONCA 274 at paras 70–84; ***Lackner v Hall***, 2013 ONCA 631 at paras 8–11; ***Michnick v Bass Road Beach Association,*** 2015 ONSC 1936 at paras 43–49. They also argue that the holding in ***Herold Estate v Canada (Attorney General)***, 2021 ONCA 579 is that

[10] *Bowlby v. Bernard*, paras 27 - 36

[11] *Bowlby v. Bernard*, para 42

> contractual interpretation principles apply to the interpretation of an instrument that creates or conveys an interest in land: see paras 40–51.
>
> However, Ontario does not operate fully under a Torrens-based registry system, operating instead with a Torrens land titles system and a Registry land titles system. Additionally, the above cases are factually dissimilar to the present case with only Herold even touching on the riparian right of accretion.
>
> Alberta authorities are clearly distinguished from these Ontario cases. Our Court of Appeal asserted that questions of interpretation of a land title are questions of law, including questions of whether land has a natural boundary (which could be a watercourse or water body like Lake No. 5)…[12]

Finally, turning to the question, "**Can an intervening title displace riparian rights?**," the court answered it thus:

> Alberta cases are clear that riparian rights, to the extent that they have not been extinguished by statute, are appurtenant to the riparian parcel, are incidents of land ownership (not contractual rights), and run with the land (not with the owner). As a result, once attached to the land, they are not later defeasible by anything other than the limited exceptions, which do not apply to the Bernard's claim. The eventual creation of a separate title does not affect the first title's inherent riparian rights.
>
> The question here is thus whether the effect of the 1920 grant and 1921 Title, and specifically the wording like "excepting thereout and therefrom all land covered by the waters of Lake No. 5" incorporates the shores of Lake No. 5 as a natural, ambulatory boundary and therefore conveys a riparian parcel. The subsequent title is irrelevant.[13]

The court's analysis concludes with findings and a ruling that leave no doubt that the accreted land today belongs to the Applicant, Bowlby. The explanation given reads clear:

> The interpretive question turns primarily on the legal effect of the wording in the 1920 grant and 1921 title. On this point Alberta authority is clear that language such as referencing land "not covered by the waters" of a lake denotes a natural, unfixed boundary. Both ***Hextall*** and ***Andriet*** emphasize that where the text of a grant identifies a water body as the boundary, that natural boundary is the legal boundary. Moreover, they hold that survey plans cannot convert a natural feature into a static line unless the grant expressly does so.
>
> The Bowlby title contains near-identical wording to the titles in ***Hextall*** at para 423 and ***Andriet*** at para 7, which this Court held were riparian titles; the Applicant's land is riparian, and the accreted land is rightfully a part of the Applicant's land.
>
> This conclusion is consistent with the Torrens system and foundational principles. It focuses on the legal description itself, which per the curtain and mirror principles, is a perfect mirror of the state of title and can be relied upon to determine if there are any other interests in land. The Torrens system requires that parties rely on the words appearing on title. The 1920

[12] *Ibid.*, paras 48 - 50

[13] *Ibid.*, paras 53 - 54

> grant and 1921 Title both, on their face, describe the boundary by reference to a water body, Lake No. 5, which is a natural boundary that is ambulatory.
>
> The Bernard's argument asks this court to find that the government's actions after the land title was granted to Flynn in 1924 means their intention that the property was to be treated as two distinct properties. That action or government intention at that time cannot transform the original natural boundary into a fixed boundary; nor could it legitimately create a valid second title to the land that was already identified by an existing title.
>
> The Bernard land is not, quite simply, Bernard land. It is part of the Bowlby land via accretion, and therefore the applicant's and respondent's certificates of title describe the same lands. The applicant's certificate of title was issued first: it is a prior certificate. The "same lands" exception to indefeasibility in s 62(1) of the *LTA* applies, and the Respondents' certificate of title is a nullity.[14]

Editor: Izaak de Rijcke

Cross-references to *Principles of Boundary Law in Canada*

A discussion of riparian rights and boundaries can be found in Chapter 8.

FYI

There are many resources available on the Four Point Learning site. These include self-study courses, webinars and reading resources – all of which qualify for *formal activity* AOLS CPD hours.[15] These resources are configured to be flexible with your schedule, range from only a few hours of CPD to a whole year's quota.

Principles of Boundary Law in Canada

This comprehensive treatment of the principles of boundary law lies at the intersection of law and land surveying. Although the textbook has its foundation in the law of real property in Canadian common law jurisdictions, it is intended as a resource which bridges two professions. For real estate lawyers, it connects legal principles to the science of surveying and

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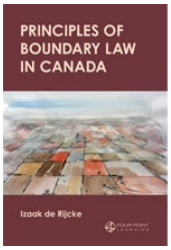
[14] *Ibid.*, paras 61 - 65

[15] Please note that the designation of CPD hours is based on the estimated length of time for the completion of the event. The criteria used are those set out in GeoEd's *Registered Provider Guide* for Professional Surveyors in Canada. Other professions may qualify under different criteria. References to AOLS are to its Continuing Education Committee. Elsewhere in Canada, please confirm your eligibility for claiming CPD hours.

demonstrates how surveyors' understanding of the parcel on the ground has helped shape efficient systems for property demarcation, conveyancing and land registration.



For land surveyors, it provides a structure and outlines best practices to follow in the analysis of boundary retracement through the application of legal principles. This textbook is not meant to be used as a "how to" guide for the answering of specific questions about boundary problems. Rather, it is intended to serve as a reference tool to support the formation of professional opinions by clarifying the framework for evaluating boundary and survey evidence.

See *Principles of Boundary Law in Canada* for a list of chapter headings, preface and endorsements. You can mail payment to: ***Four Point Learning*** (address in the footer of the first page of this issue of *The Boundary Point*) with your shipping address **or** purchase online. (*NB: A PayPal account is not needed.*)

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