

less depreciation. The proviso was intended to exclude from the consideration of the arbitrator the element of suitability for the particular site and the "renewal value" of the buildings—the value is to be judged in the abstract apart from the local situs or particular use, and upon the basis of cost only.

Second, the element of use and value to the landlord or any new tenant of the buildings and improvements erected and standing on the demised premises is not a factor in the valuation.

Third, according to *West v. Blakeway* (1841), 2 M. & G. 729, "improvements" is a word of large significance; and when it is used in a lease it is intended to have a wider and less technical operation than "fixtures." "Improvements" would not cover purely chattel property; but due weight must be given to the other words used, "erected and standing upon the demised premises," and all that, in any fair sense, falls within the description, if in good faith brought upon the demised premises, and forming an integral part thereof, must be paid for by the landlord.

Order declaring accordingly. No order as to costs.

LATCHFORD, J., IN CHAMBERS.

MARCH 21ST, 1918.

BAILEY COBALT MINES LIMITED v. BENSON.

Costs—Security for—Scope of Præcipe Order—Costs of Motion to Allow Foreign Company to Intervene—"And Proceedings thereof in this Action"—Costs Resulting from Intervention—Additional Security for Costs—Application for—Money Paid into Court as Security—Payment out.

Motion by the plaintiffs for an order for payment to them of \$115 out of a sum of \$200 paid into Court by the defendant the Profit-Sharing Construction Company of New York, under a præcipe order directing the said defendant company to give security for costs; and also for additional security for costs.

W. Laidlaw, K.C., for the plaintiffs.

R. S. Robertson, for the defendant company.

LATCHFORD, J., in a written judgment, said that, as in *Apolinaris Co. v. Wilson* (1886), 31 Ch. D. 632, the defendant company had come into Court to enforce a right, and therefore stood in the position of a plaintiff. The præcipe order was properly made. It provided that the security was to answer the plaintiffs'