

bearing upon that work, stand in plaintiffs' way. If plaintiffs once had the right to be paid by defendants for their leasehold interest, which I think they had, I am unable to say that anything has taken place to deprive them of such right. It is possible that the position of defendants as against a claim for rent may be stronger, but I am not considering that aspect of the case. The pleadings make a claim, in the alternative, for compensation. It was agreed at the trial that if I came to the conclusion that plaintiffs were entitled to recover upon this alternative claim, the parties would agree upon a referee, as nothing is before me upon which I could fix the amount payable. There will, therefore, be a reference to ascertain the value of the leasehold interest of plaintiffs in the lands in question as of July, 1892. Plaintiffs will be entitled to interest upon that sum, and defendants will be entitled to credit for the rent paid by them to plaintiffs subsequent to that date. Had defendants acquired title to the property, the sum paid would, under the Union Station agreement, have gone to capital account expenditure, and plaintiffs would have been chargeable with one-half the interest thereon, as the agreement provides. The referee will credit defendants with the sum plaintiffs would have been liable to pay to them for such interest, and generally take the account in such manner as will leave the parties in the position they would have occupied had the agreements been carried out at the time and in the manner I think their letter and spirit required. Reimbursement for any rentals paid by plaintiffs to the city is not claimed.

If the parties are unable to agree as to the amount that should be paid to plaintiffs, or as to a referee, I will name one upon the application of either party upon notice to the other. It is of course obvious that the position of both parties, as between themselves and the city, and also as between themselves, in the event of defendants at any time acquiring the fee from the city, or making the latter compensation therefor, is left untouched by anything that may have been disposed of in this action.

Plaintiffs will have costs down to and including the trial, but if a reference is necessary the costs thereof will be reserved as well as further directions.