

Expertise, if the parties do not agree as to the amount of such value.

Value of the land without improvements to be also ascertained.

Experts not bound by mere technical rules.

Proprietor may pay the value of the improvements or receive the value of the land without them, by instalments.

Writ of possession not to issue without proof of payment or tender of value of improvements.

In suits hereafter the proprietor not to recover certain costs, unless he gives notice of the action.

II. Should the parties not agree as to such increased value, then upon the summary demand of either of them to that effect, made after the title of the proprietor shall have been either admitted or proved to the satisfaction of the Court, and before the inscription of the cause for final hearing, such increased value, and also the value of the land 5
irrespectively of such improvements, shall be ascertained by three sworn *experts*, one to be named by each party, and the third by the Court before which such suit may have been instituted; and if either party refuse or neglect to name an *expert*, the Court shall name one on his behalf. 10

III. Such *experts* shall in all cases decide according to equity and good conscience, and shall be bound by no merely technical rules of law or procedure; and their award, or the award of any two of them who may agree, being otherwise sufficient, shall be summarily homologated by such Court, without regard to any considerations of form 15
whatsoever.

IV. Upon the homologation of such award, it shall be optional with the proprietor either to take a judgment of the Court declaring the land to be the property of the settler, charged (by privilege of *baillieur de fonds*) with payment of such value of the said land irrespectively of 20
such improvements, as being the price thereof, payable in not less than two nor more than five equal yearly instalments, as the Court may ordain, and bearing interest until paid,—or to take a judgment evicting the settler upon payment or tender to him, within one year after the rendering of such judgment, of such increased value given to the said 25
land by such improvements, and declaring the said land, in default of such payment or tender within such year, to be the property of the settler, charged (by privilege of *baillieur de fonds*) with payment of such value of the said land irrespectively of such improvements, as 30
being the price thereof, payable in not less than two nor more than five equal yearly instalments, as the Court may ordain, and bearing interest until paid.

V. No writ of possession shall be sued out under any such judgment, unless upon proof summarily made to the satisfaction of the Court, of such payment or tender within such year, and of the continued possession of the settler notwithstanding such payment or 35
tender; and in case of actual payment not having been made, any balance remaining due to the settler, after deduction of such further costs as may be taxed upon such writ of possession, shall be paid or again tendered to him, at the time of the execution of such writ of 40
possession.

VI. If in any such suit instituted after the passing of this Act, the settler, being entitled to an *expertise* under this Act, shall demand the same without having contested the title of the proprietor, such proprietor, unless at some time between three and six months before the 45
institution of such suit, he shall have served upon the settler a sufficient written notice of his intention to institute the same, and of a domicile within the District whereat an answer to such notice may be served upon himself, shall not be entitled to recover against the settler the costs of such suit, as contra-distinguished from those arising out of 50
or connected with any *expertise* therein had under this Act.