

To understand the importance of this point to the appellant, the situation at the time of the valuation should be stated. The Baldwin estate were ground landlords of the western lots, which included the westerly 14 feet of number 134 King street. A right of renewal existed in the appellant, who was in possession of some of the houses on the lots, and had leased others, including number 134, demised to the respondent. The Ross estate were ground landlords of the eastern lots, which included the rest of number 134, and the appellant had by oversight lost her right of renewal and so had to give up the buildings on the lots to the then ground landlords on payment of their value. The appellant sold the right of renewal and the buildings on the Baldwin lots to the then ground landlords. To do this they had to acquire the buildings on it which were under lease. The result was, that the value of the respondent's holdings, namely, 124 to 134 King street west, had to be ascertained; and this valuation was, therefore, begun. When they had settled with the respondent (and others), they could deliver possession of all of these lots to the then ground landlords respectively. They received \$35,000 for their interest in all the houses, etc., on the Baldwin lots, and had yet to be paid for the houses, etc., on the Ross lots. And, as the present ground landlords of these lots were different people, those who represented the Ross lots would, it was feared, only have to pay for the disjointed half of number 134. Hence a depreciated valuation of the two halves of that building would be of advantage to the appellant in both cases; in the one it would make the profit larger, and in the other it would enable her to submit, possibly without loss, to a like valuation. While I have set out the facts, I do not think that they affect the respondent's legal rights.

There is a unity of title in the house in question as between the appellant and the respondent, but the covenants are in separate leases. The question is, can the respondent insist on a valuation upon the terms most favourable to him as against the appellant, or can the appellant compel him, when enforcing his covenants, to receive only the value depreciated by severance?

The leases to Ince, now represented by the respondent, were both dated the 20th June, 1892, and were entered into after the buildings in question had been put up. The appellant is taking advantage of the provisions of both of these leases to obtain possession of this one house and is getting it intact. The respondent is bound to give it to the appellant in that way, and has no way in which he can decline to part with one-half. The appellant is