

to being pleaded it was strenuously argued as a defence. The valuation makes it quite clear that "the amount proper to be paid" is the sum of \$35,300 and directs payment of this sum. This is not the only expression used in the leases. They are to "make a valuation" of the buildings and before entering on their duties they are to be "sworn to make a proper valuation."

8. This was not the joint act of the valuers? There is nothing to support this argument. The contrary is to be presumed from the document itself. It is manifestly not necessary that they should at the beginning be of one mind. Two of them were inclined to put the valuation higher, but finally came to look at it as Garland did. This is not a ground of objection. *Chichester v. McIntyre* (1830), 4 Blithe N. S. 78 has no application. McIntyre's arbitrator from first to last was of opinion that the rent should be £43, and he only signed the award because he was urged to do so by a person whom he had no right to consult.

I have considered the evidence as to the value of the buildings only in so far as it throws light upon the conduct of the valuers. *Morgan v. Mather* (1792), 2 Ves. Jr. 15; *Goodman v. Sayers* (1820), 2 Jacob & Walker 249.

There will be judgment for plaintiff against the defendant in the character in which she is sued for \$35,300 with interest from the 1st of July, 1913, and costs of action. There will be a reference to adjust the rents, if parties cannot agree. Stay for thirty days.