

upon such arrears, upon the agreement for purchase by Bunting from the plaintiffs. The said defendant shall also assume and pay all the other instalments as they mature, and shall stand in the place of Bunting, but for his own benefit in the agreement, which, so far as the defendant Longley is concerned, and with the plaintiffs, shall be in full force. Upon the arrears which the defendant Longley shall pay under this judgment, he will be entitled to credit for any sum already paid to the plaintiffs on account of Bunting's agreement, and said defendant shall be entitled to pay rent due and to become due from the tenant or tenants of the premises. If any dispute about the amount of arrears and interest on the agreement which the defendant shall pay, I will determine the true amount, or, if either party desires a reference, such reference may be had to the local Master at Kenora. In the event of a reference, the costs of such reference and further directions reserved.

There will be no costs to either party against the other down to and inclusive of the trial.

Upon default of payment of arrears by defendant as above, the plaintiffs shall be entitled to possession.

As the defendant Longley expressed himself at the trial as willing to give up the land on being paid for improvements, this may be done, if the plaintiffs so elect, upon the following terms: if the plaintiffs elect within 20 days after this judgment to pay \$250 for repairs, and to pay all taxes, if any, and other proper charges and expenses, apart from repairs, paid by defendant upon said property, and pay the defendant's costs of this action, which I fix at \$75, then upon such payment the plaintiffs shall be entitled to possession of said premises. The plaintiffs shall be entitled to set off against the said sum payable for repairs any rent collected by defendant, or that ought to have been collected by him, but defendant not to be liable for any vacancy of premises, or for any rent collected, if any, prior to the date of the quit-claim deed from Bunting. The defendant upon such payment to give up possession and to be absolutely barred as against the plaintiffs from any right or title to the property or the possession thereof. If the plaintiffs elect to get possession of the property, they should pay \$75 costs, fixed as above, as they, after becoming aware of defendant's efforts to improve the condition of the property, did not recognize any claim, although the defendant was acting throughout in perfect good faith, so far as I can see from the evidence.