

London, as laid down in the plan and survey made by William Robinson, P. L. S., and registered in the Registry Office of the said city of London.

Also, all and singular, that certain other parcel or tract of land and premises, situate, lying and being in the township of London, in the county and province aforesaid, being composed of lot No. twelve, in concession C, in the said township, which may be described as commencing on the northerly limit of a street laid out and known as the continuation of East Bathurst street, distant two hundred and seventy feet easterly from the intersection of the said northerly limit, with the easterly limit of Adelaide street, thence easterly along the northern limit of Bathurst street aforesaid forty-five feet; thence northerly parallel to Adelaide street to the southerly limit of the Great Western Railway to a point where a line drawn from the place of beginning northerly parallel to Adelaide street would intersect the southerly limit of the Railway, and thence southerly to the place of beginning.

9. The said intestate, prior to his death, erected buildings and made valuable improvements on the said lands.

10. The said intestate possessed at the time of his death a considerable amount of personal property, all of which came into the hands of the said Defendant Ryan, who resides in the said city of London, where the said intestate had his domicile at the time of his death, but the particulars of which personal property your complainant is unable to set forth.

11. That some time after the death of said intestate, the said Ryan obtained from your Complainant and one of the other heirs of the said intestate, a power of attorney, purporting to authorise him, the said Ryan, to sell the said lands and wind up the said estate and remit the proceeds to the parties entitled, all of which said Ryan undertook to do, but he has not carried out the said undertaking, and has not remitted any portion of the monies or proceeds of said estate to your Complainant or any of the said parties entitled.

12. After obtaining said power of attorney, the Defendant, Ryan entered into a contract with the said Defendant Frederick Rowland for the sale to said Rowland of the secondly described parcel of land, and the said Ryan received part of the purchase money therefor, but no conveyance was made of said land to said Rowland, and the said contract has never been carried out, and the plaintiff is unable to state the terms and particulars of said contract.

13. The said Defendant Rowland, was put into possession by the Defendant, Ryan, of the land included in said contract, and claims performance of said contract under which he is in possession as aforesaid, but your Complainant is unable to say whether the said contract is a proper one, or whether the same is valid and binding on the said heirs.

14. Ever since the death of the said intestate, the Defendant Ryan has been and now is in the possession of the said real estate, and in receipt of the rents and profits thereof, excepting as to the said portion purchased by said Rowland as to which he has been in possession since the said contract and is now in possession, the said Ryan having been in possession up to that time.

15. That a reasonable time before commencing this suit, your Complainant demanded from the said Ryan an account of the said estate and of his dealings therewith; but although the said Defendant Ryan did profess or assume to give some account, yet such alleged account was only a partial one and did not embrace all the matters aforesaid, and the Defendant has never, in fact, rendered any proper or sufficient account in the premises, but hath always neglected and refused so to do; and although Plaintiff hath demanded his share of the monies of said estate, collected and received by the Defendant Ryan, yet he has not paid the same, nor any part thereof, to the Plaintiff.

16. The said lands have never been partitioned nor divided amongst the said heirs.

17. The Plaintiff charges and submits that a sale of the said lands and a division of the proceeds thereof, would be more beneficial than a partition of said lands, and the said lands could not be advantageously or properly partitioned amongst the parties entitled.

18. The Plaintiff submits that the said lands ought to be sold under the decree and direction of this Honorable Court, and that the said sale to the Defendant Rowland ought to be confirmed and carried into effect and the purchase money paid into Court to the credit of this cause, provided that