

tain small lots, the remaining shares in which were held by her children.

In 1905, she agreed to sell the entire property to the plaintiffs, in consideration of a price which she then regarded as satisfactory, \$4,500. It was understood that this price covered not only the land to which she was solely entitled and her interest in the lots to which the children had some title, but also the price to be paid for the children's interest.

Negotiations took place with the Official Guardian looking to the apportionment of the price between the defendant and her children, but nothing came of these negotiations because of the impossibility of concluding any arrangement with her. From time to time, she asked extensions of the time fixed for giving possession to the plaintiffs. These extensions were granted upon the understanding that the title would ultimately be completed. In the meantime the plaintiffs paid the entire price to the defendant's solicitors, and the money was deposited in a special interest-bearing account. The children are now of age. They refuse to join with their mother in a conveyance.

Inasmuch as the children are not parties to the contract, they are not bound by what has taken place, but the plaintiffs are entitled to specific performance as against the defendant, and to recover possession of the land as against her. The money which is now in the hands of her solicitors may either be paid into Court, subject to further order, or the plaintiffs may be declared to have a lien upon it for whatever they may be compelled to pay to the children in order to get in their title. The railway must take proper expropriation proceedings against these children, and the purchase-price payable to the defendant must abate accordingly.

The contest thus becomes one entirely between the mother and her children; and, as they appeared to be in entire harmony at the trial, it is altogether likely that they can avoid the incurring of much useless expense, which must ultimately be borne by the mother.

I delay formally entering judgment to ascertain if the children will not join with the mother in making title to the property, so that the law-costs which are otherwise inevitable may be saved to the family. If I am advised that no arrangement can be made, I shall hand out the record at once.

Unless the plaintiffs see fit to forgo costs, they will have judgment against the defendant for the costs of the action.

I trust that good sense will prevail, and that further wasting of the purchase-price will be avoided.