and improvements being taken into account, that is what will yield the best net result for all parties concerned. If the two shares cannot be got in, the matter is not so simple; but, by administration, or in some other way, the difficulty can be met. If an adjustment along these lines should be come to, it would be a case of divided success, and the usual result should follow—each party should bear his own costs. Even if I should conclude to find for the plaintiff, in the action as it is, in proportion to the five-sevenths of one-half which she appears to represent—either with or without amendment or administration—the costs would be disposed of, I think, in about this way.

I have gone into this matter fully so that the parties may know just about what to expect. I will hear counsel upon any point in connection with a settlement or determine any question in that connection if they desire it; but it will be better still if the counsel and parties can settle it themselves.

If no arrangement is come to, the view I entertain at present is that the action should be dismissed; but I shall be glad to have it pointed out that this need not, or should not, be done. If I dismiss the action, unless the failure to settle is owing to the unreasonable attitude of the defendant, I shall probably dismiss it with costs. But, if I am compelled to do this in the end, it will be a loss to both the plaintiff and defendant.

MIDDLETON, J. FEBRUARY 17TH, 1914.

MAROTTA v. REYNOLDS.

Vendor and Purchaser—Agreement for Sale of Land—Time Made of Essence—Failure of Purchaser to Make Payment—Fault of Solicitor—Termination of Agreement by Notice from Vendor.

Action by the purchaser for specific performance of an agreement for the sale and purchase of land, dated the 28th February, 1913.

Gideon Grant, for the plaintiff.
J. C. MacBeth, for the defendant.

MIDDLETON, J.:—There is no dispute as to the sufficiency and validity of the contract. It provided for a purchase of the land