

awarded for the trees taken, and the trees not taken, but injuriously affected, should be increased to \$1,000.

On the question of severance, one of the arbitrators signing the award says: "The evidence shewed that the new severance is not detrimental to the farm (closing up the old road), but rather adds to its sale value."

The other arbitrator, Mr. Sealey, says in effect: "If Fowler is entitled to anything for severance, he gains just the same amount by joining up the lake front to the east of his farm; but Marlatt, who is similarly situated, says there is no damage done by severance. . . . Hall says there is no damage done through severance. . . . Fowler himself says that his only damage consists in his having to make short turns in cultivating and spraying." He (Fowler) says (I here quote literally): "That his buildings are built to meet the present conditions, but he did not shew that any change would have to be made in his buildings to meet new conditions and there are no new conditions to be met." . . . "The only evidence that is reliable as to the damage from severance is Fowler's own statement of \$30, and that is only his opinion. As against that, is the evidence of Hall, Davis, Fisher and Marlatt that Fowler's land between the old road and the new road will be increased in value from \$5,000 to \$10,000, and this land for a short distance back of the new road will also be increased in value. Fisher said in the same proportion. And I, therefore, say that when you add up the benefit that his land will be increased in value by the change in road, you only have against that Fowler's own statement that he would suffer damages to the extent of \$30 a year by the short turns. All that I am prepared to give Mr. Fowler, therefore, is:

For land	\$282
For trees	368
For fencing	50
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	\$600
Less old road	225
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	\$375

and half cost of arbitrators' fees."

I have not cited the whole of Mr. Sealey's statement, but only sufficient to shew his view on severance and compensating benefit.