

HON. MR. JUSTICE LENNOX.

APRIL 6TH, 1914.

HEDGE v. MORROW.

6 O. W. N. 224. *

*Title to Land—Improvements—Timber—Rent—Basis of Settlement
—Costs.*

LENNOX, J., delivered a supplementary judgment to that appearing in 25 O. W. R. 828, the parties having been unable to agree upon a settlement.

A settlement of the action as suggested by HON. MR. JUSTICE LENNOX in his judgment herein, 25 O. W. R. 828, having been found impossible, the following supplementary judgment was delivered by the learned Judge.

Geo. A. Stiles, for plaintiff.

D. B. MacLennan, K.C., for defendant.

HON. MR. JUSTICE LENNOX:—Counsel have not been able to agree upon a settlement. The plaintiff does not propose to take out administration and does not ask to add parties or amend. The lasting improvements made upon the property would be about equal to the value of the timber taken off and I set off the one against the other. As I have already found \$2,700 was a fair value for the property at the time defendant purchased. I have come to the conclusion that the actual value of the farm now is \$3,000. The defendant is chargeable with \$800 for rent, making a total to be accounted for of \$3,800. The plaintiff is now in a position to get in the two outstanding shares, and having done this she and the defendant would each have an undivided half interest in the farm and rent or what is equal to an interest of \$1,900 each; and this action should be settled upon this basis. The costs of administration and a judicial sale of the property should be avoided.

1. If the defendant within fifteen days from this date notifies the plaintiff or her solicitor that he is willing and prepared to pay the plaintiff the sum of \$1,900 upon the execution and delivery to him of a conveyance, and assignment of all the estate, interest and claim of all the heirs and heiresses-at-law and next of kin of Isabella Gilchrist, afterwards Johnston, in the land in question and in and to