

**CONTRACT — Sale of land — Doctrine of unjust in Richmond —** The Plaintiff believed that there was a contract with

the Defendant and the Plaintiff performed certain services which enhanced the value of the land. Substantial amount of manure was deposited on the land by the Plaintiff which changed the pasture to crop bearing soil. The Defendant claims that he was satisfied with the previous tilth. The Plaintiff was charged with the produce he removed and the Defendant was held to have benefited to the net extent of \$350.00. The Defendant, also thinking there was a contract, allowed the work to proceed. No contract was found as both parties were careless as to its terms. The Plaintiff wants to amend to claim for the value of the improvements by which the Defendant has been unjustly enriched. **Held:** The present judicial trend, according to *Fibrosa Spolka Akcyjna v. Fairbairn Lawson Combe Barbour Ltd.* 1943, A.C. 32, *Morrison v. Canadian Surety Company*, 1954, 12 W.W.R. 57 and *Reeve v. Abraham*, 1957, 22 W.W.R. 429 justified charging the Defendant with the net value of the improvements put on his land by the Plaintiff. **ESTOK v. HEGUY. NEW WESTMINSTER 987/61.**

Brown J. May 30th 1963.

R. E. Lester for the Plaintiff.

F. Wilson for the Defendant.