

laws of the state, but the decisions of the courts of the state most favorable to, and most relied upon to support, the claims of these plaintiffs, only give countenance to recoveries for betterments made under a title supposed to be good in itself. *Brown v. Storm*, 4 Vt. 37; *Whitney v. Richardson*, 31 Vt. 300. The faith which these statutes vindicate must rest upon the title, and its inherent strength to withstand attack, and not upon covenants or other undertakings to maintain. The result is there must be judgment for this defendant upon this declaration. These plaintiffs will have left to them, apparently, all the remedies which they supposed they had against the Windsor Manufacturing Company. If those remedies fail of substantial result for want of pecuniary responsibility of that company, these plaintiffs, and not these defendants, trusted to that responsibility in this respect, and it is more just that they should stand the loss.

Judgment for defendant on declaration for betterments, with costs.

See *Griswold v. Bragg*, 6 FED. REP. 342.

GEORGE v. STEAM STONE CUTTER CO.

(Circuit Court, D. Vermont. May 29, 1884.)

VENDOR AND VENDEE—RIGHT TO RECOVER FOR IMPROVEMENTS—EJECTMENT—NOTICE OF INCUMBRANCE.

Jones v. Steam Stone Cutter Co., ante, 477, distinguished.

At Law.

William Batchelder, for plaintiff.

Aldace F. Walker, for defendant.

WHEELER, J. This case differs from that of *Jones v. Steam Stone Cutter Co.*, ante 477, in this: that this plaintiff purchased this land of them supposing the title to be good in fee. She made the betterments in reliance upon the title itself. The attachment was of the land without the betterments. Its force is not abated by the statute, or these proceedings. If she is within the description of the statute, she owns so much of the premises as her betterments have enhanced the value, and the defendant the rest, which is exactly what was attached. If not, the defendant owns the whole, according to the common law. The statute declares and enforces a right arising from the natural equity in favor of giving the enhanced value of land to the one who placed it there as an owner. The manner in which the title fails, whether by an unknown lien or a paramount title, is not made any condition. The sole test of the right to the value conferred by the betterments is that they be made by the purchaser of a supposed title in fee. *Brown v. Storm*, 4 Vt. 37; *Whitney v. Richard-*

son, 31 Vt. 300. The plaintiff falls within the description, and is entitled to judgment in her favor upon this declaration. The betterments are found to enhance the value of the land to the amount of \$1,300. Final judgment in the action of ejectment has not yet been entered, but withheld to preserve the right of the plaintiff there to have the value of the land ascertained by commissioners according to further provision of the statute. Section 1269 *et seq.* Final judgment will now be entered for the seizin and possession of the premises, with six dollars damages, and costs, and judgment for the plaintiff on the declaration for betterments for \$1,300, value of betterments.

Executions stayed according to section 1266, Rev. Laws Vt.

AMSDEN v. STEAM STONE CUTTER Co.

(Circuit Court, D. Vermont. May 29, 1884.)

VENDOR AND VENDEE—RIGHT TO RECOVER FOR IMPROVEMENTS—EJECTMENT—NOTICE OF INCUMBRANCE.

George v. Steam Stone Cutter Co., ante, 478, distinguished.

At Law.

William Batchelder, for plaintiff.

Aldace F. Walker, for defendant.

WHEELER, J. This case differs from that of *George v. Steam Stone Cutter Co.*, ante, 478, in this: George E. Chase purchased the land of Jones, Lamson & Co., supposing the title to be good in fee, made betterments upon it, and conveyed the property to this plaintiff, who knew of the attachment. The statute expressly covers this difference by providing for a recovery by a defendant in ejectment for betterments made by those under whom he claims, if they purchased the lands supposing the title to be good in fee and made the betterments. Rev. Laws Vt. § 1260. The increase in value in consequence of such betterments is found to be \$2,000. Final judgment for seizin and possession of the premises, with \$30 damages, is now to be entered in the action of ejectment; and judgment for the plaintiff on the declarations for betterments for \$2,000, value of betterments.

Execution stayed according to section 1266, Rev. Laws Vt.