

way of damages, so that no liability existed as to which the proviso would apply, and, therefore, after said maturity interest at the statutory rate of 5 p.c. only was allowable.

Heaslip, for the mortgagor. *Irwin*, K.C., for the mortgagee.

DIVISION COURTS.

FIRST DIVISION COURT—ALGOMA DISTRICT.

ROGERS v. DINSMORE.

Woodman's Lien Act, R.S.O. c. 154, s. 16, sub-ss. 1, 2—Logs and timber—Lumber.

No lien attaches on "lumber," that is, i.e., logs or timber sawn into board, scantlings, etc., under the Woodman's Lien Act, which, being an exception to the common law, must be strictly construed.

[Sault St. Marie, O'Connor, J. J., Aug. 15, 1907.]

This was an application by certain workmen of the defendant seeking to enforce liens against lumber made, sold and delivered by defendant before their liens were filed to the Simms Lumber Co. It was admitted that the lumber seized under the lien was the product of logs sawn in defendant's mill, and the sole question in dispute was whether any lien attached to the product of the timber or logs after the same had been sawn and converted into lumber.

O'CONNOR, J.J.:—It was contended by counsel for the lien-holders that lumber is a species of timber, and that so long as it can be identified as the product of the "logs or timber" in respect of which a lien would attach before being sawn, that the same right existed after being sawn. He quoted sub-s. 2 of s. 16 of the Woodman's Lien Act as authority for this contention from which he urged that if the lumber can be identified, the lien still attaches.

The Woodman's Lien Act was passed for the special benefit of woodmen to enable them to secure their wages in a summary way. It is not in force in any of the counties of Ontario, only