they did not do. The defendants seemed to have been under the impression that they could use the low land or ravine of the Toronto Golf Club property as the outlet for the water, and pleaded a prescriptive right so to use it; but no evidence was given to warrant that conclusion. The Toronto Golf Club employees closed one of the openings for water to their ground. This was surface-water, and the club had the right to close the opening and prevent the surface-water from coming upon their lands. There was no evidence that would fix liability upon the club. There was negligence on the part of the defendants, and damage as the result of such negligence. The plaintiffs' damages should be fixed at $300, that being in full to both plaintiffs from the time of notice to the defendants down to the 8th March, 1916; the plaintiffs to apportion the damages between themselves. There should be no injunction and no mandatory order. Judgment for the plaintiffs for $300 damages with costs payable by the defendants to the plaintiffs, including any costs caused to the plaintiffs by the bringing in of the third parties. The defendants' claim against the third parties dismissed with costs. R. U. McPherson, for the plaintiffs. W. D. McPherson, K.C., for the defendants. R. C. H. Cassels, for the third parties.

BULL v. STEWART—LATCHFORD, J.—MAY 4.

Contract—Building Contract—Extras—Rulings of Architect—Account—Costs.]—Action by a contractor against a building-owner to recover a balance alleged to be due for work done under the contract and for extras. The action was tried without a jury at Barrie. LATCHFORD, J., disposed of the case in a short memorandum in which he said that, in view of the evidence given by the defendant's architect and the terms of the building contract, which provided that the architect should determine conclusively all matters of dispute, the only question arising in the action was one of account. The plaintiff's claim upon his contract was for $5,000 and for extra work $623.18: total, $5,623.18. The architect allowed $295.18 for extras, and disallowed all other claims for extras. The defendant was entitled to credit for $4,381.88. Deducting that from $5,295.18, left $913.30 due to the plaintiff. The learned Judge regretted that, having regard to the decision of the architect, he was unable to give effect to the claim of the plaintiff to set off $1,000 damages. There should be no order as to costs. Judgment for the plaintiff for $913.30 without costs. J. Birnie, K.C., for the plaintiff. W. A. J. Bell, K.C., for the defendant.