

Correspondence.

REPORTS AND REPORTING.

To the Editor, CANADA LAW JOURNAL:

SIR,—It must be generally admitted that a report of a decision to be of any service to the profession ought distinctly to exhibit the point decided. It ought not to be left to inference, but should be plainly and explicitly expressed. If it involves the overruling of a decision of another judge, it also ought to exhibit distinctly what that decision was. I am inclined to think that these rules are not very well observed in the report of the recent decision in *Cole v. Pearson*, 17 O.L.R. 46. This was an appeal from a judge of a County Court on a question arising under the Mechanics' Lien Act, and the report fails to shew precisely what the learned County Court judge's decision was, or in what particular respect it was held to be erroneous. According to the statement of the Appellate Court, as to what he decided it is hard to see in what respect he was thought to have erred. The question at issue was on what principle the percentage is to be calculated in favour of wage earners having a charge on the percentage required to be retained by the owner where the contract is not carried out by the contractor. It is said, "His Honour held that he had to consider only the value of the work done and materials provided under the contract at the time the contractor abandoned it, and thought that it was so held in *French v. Russell* (1897) 28 Ont. 215," but whether in ascertaining the value of such work and materials he adopted some other basis of value than that of the contract prices is nowhere stated. The head note states that "it was contended that section 14 (3) lays down a rule for wage earners in a case in which the contract has not been completely fulfilled, different from the rule in any other set of circumstances, and that the only thing to be looked at is the value of the work done and materials furnished by the contractor." But what that