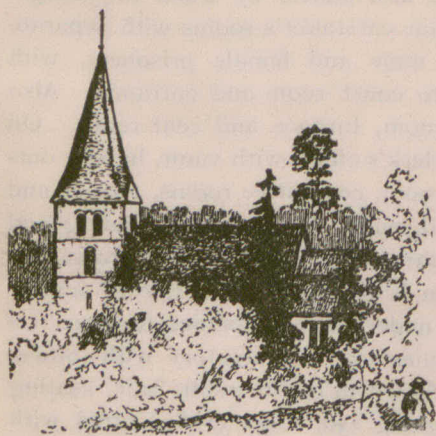


DEFECTS OF THE ONTARIO LIEN LAW.



tion afforded the material dealer by the present Lien Laws of Ontario :

A contractor two and a half years ago came to me and requested materials for building four houses on Charles street, Toronto. He stated that he had purchased the property from the Westminster Presbyterian church authorities, and had secured through a firm of lawyers a loan sufficient to complete the buildings, and that the mortgage was completed and he would be able to pay me within thirty days after delivery. Enquiry of the proper parties showed the contractor's statements to be substantially correct. About the time when payment should have been made me, the contractor came to see me and said that he had just had differences with the lawyers and that he had recalled his mortgage as the lawyers refused to give him the amount of money he was entitled to. To protect myself as regards filing a lien and also with the view of not hindering the contractor from getting a loan, I continued to supply him with material for six months longer. He was not successful, however, in getting his loan, and I filed my lien, which in due course was established.

Another period elapsed, and then the mortgagees of the land called upon the church people to pay off the mortgage. The church people requested the mortgagees to sell the property, and the same was offered for sale but not sold. This action was undoubtedly taken to freeze out the liens on the property, and which I understand legally was done. About two months after the sale, certain parties connected with the church suggested that as I was the principal lien holder, my claim amounting to about \$600 for simply materials supplied—that I should take the property over and complete the fresh pair of houses, which were partly built.

I considered the matter, and spent considerable time in arranging matters, and then made the church people an offer, and the church committee appointed three of their number to confer with me and to report at their next meeting. The interview took place and was satisfactory to two of the sub-committee, but the third member of said committee opposed the acceptance of my offer, and carried his point, with the result that he with others on the committee took hold of the property, completed two of the houses, never offered in any way to recompense me for all my materials supplied in good faith, and as far as I know, the church is reaping the benefit of the advantage afforded them by the law of grabbing everything in sight.

Another case is that of a contractor who bought a piece of property, and stated at the time of ordering material from me that the loan had been arranged, gave me the name of the lender, whom I found to be a monied

IN pursuance of a conversation which the writer had recently with a well-known dealer in builders' materials at Toronto, the latter has contributed from his own experience the following facts relative to the inadequate protection

afforded the material dealer by the present Lien Laws of Ontario : man and who informed me that he intended to loan the money. When the goods had been delivered and the first payment should have been made, the lender backed down. It was only then that I discovered that there was an agreement referred to in the Registry office between the original owner of the land and the contractor. This agreement at first was not to be found, but afterwards through my promising to assist in trying to obtain a loan, it turned up. It then appeared that under this agreement if the contractor did not pay down the whole of the purchase money within a short period that he forfeited all interest in the property. My lien was registered and carried into court, and I closed the case. The original owner of the land stepped in, completed the houses, and the labourers and material men lost everything.

In another case a contractor bought material from me to the amount of \$700 on the strength of the statement that his mortgage was arranged. At the time he gave me his contract for stone, he promised me the contract for bricks, lumber, lime and cement. I confirmed the stone contract by letter the next day, some days later secured the brick contract and confirmed this by letter, and later on I also secured the lumber contract.

No money was forthcoming when promised and to protect myself I filed a lien. The case came up at Osgoode Hall, and then it became known that a well-known gentleman of Toronto was at the contractor's back, and much to my surprise the defence was that as the contracts were made at different times it was not a general contract, and that I was only entitled to about \$5 for a load of lime delivered within the statutory time for filing liens. The case was adjourned to allow us time to bring witnesses, and as the contractor appeared to be completely under the thumb of his backer, I considered it necessary, notwithstanding he was defendant to the suit, to subpoena him, lest he might not be on hand when the case was called. I personally went with the serving party to the contractor's house. At the interview in the presence of the third party, the contractor, (I believe thoughtlessly) corroborated my convictions that it was a general contract and not individual ones. I then had to arrange, at his wish, to keep him clear of his backer until the case was called, and which I did. The case was called and the solicitor for the gentleman at the back of the contractor called his nominal client (the contractor) as a witness. The latter, much to his backer's surprise, confirmed my statements. After this, the decision of the court was given in my favor. On appeal it was given against me. On further appeal the case was going decidedly in my favor when the contractor's backer compromised in court by paying me \$475. The contractor agreeing in the sweet bye and bye to pay me the balance, which balance has not so far materialized.

PERSONAL.

Mr. H. W. Worrall, architect, has opened an office at New Westminster, B.C.

Mr. Thomas Webber, one of five brothers in business as contractors in Hamilton, is dead.

John Strickland, the well-known builder and contractor, of Brantford, is dead, aged 63 years. It was he who built the asylum for the blind at Brantford.

The "New Books" department of the December Review of Reviews is crowded by the holiday publications, but contains brief reviews of the best literature of the season. The department is fully illustrated,