

will be the danger to Fowler in his frequently necessary crossings of it.

Having regard to the fullest extent to the latitude that may be extended to them as valuers, I am convinced the two arbitrators erred in not making a reasonable allowance for the loss to which, in addition to the \$30 a year mentioned by Mr. Sealey, Mr. Fowler will sustain by the severance of his farm and the total change in the present orderly adaptation of the buildings. It is difficult to estimate such damages accurately, but I think I do not err on the side of excess in placing it as I do at \$1,000.

In the result the award is increased by \$1,400, or to \$2,256.

As to the costs, a word remains to be said. They are not only excessive, but, with deference, seem improperly apportioned. The salutary principle embodied in sec. 199 of the Railway Act should, in my opinion, be generally adopted in cases of this kind. If the amount awarded exceeds the amount offered, the costs should be borne by the party expropriating. The township offered \$400, while the award was as stated, \$856. The township should pay the costs of the arbitrators, \$816.95, and of this appeal.

SUPREME COURT OF ONTARIO.

FIRST APPELLATE DIVISION.

APRIL 23RD, 1914.

BECK v. LANG.

6 O. W. N. 253.

Solicitor—Action for Bill of Costs—Services Performed for Wife of Defendant—Guarantee not Proven—Liability of Husband—Dismissal of Action.

MIDDLETON, J., 25 O. W. R. 843; 5 O. W. N. 900, dismissed an action brought by a solicitor upon a bill of costs as rendered, holding that the services were performed for the wife of defendant and no guarantee by defendant had been proven.

SUP. CT. ONT. (1st App. Div.) reversed above judgment, and ordered that judgment should be entered for such amount as should be found due by a taxing officer, or such amount as the parties should agree upon.

Appeal by the plaintiffs from a judgment of HON. MR. JUSTICE MIDDLETON, 25 O. W. R. 843.