property on default of payment of the purchase money, and the purchaser became insolvent without having paid anything to the vendor.

Held, that there having been sufficient acts of part performance the purchaser had become the owner in equity of the lands, and, the plaintiff's lien attaching to his interest, the vendor could only after that hold the lands subject to the burden of the said lien.

Before the parties now claiming liens furnished work and material, they knew that the purchaser was in difficulties, but were informed by him that he intended to pay them out of the proceeds of an intended building loan to be made to him by a certain company, and, moreover, the vendor assured them that they need not be afraid of getting their pay, as it would be all right, although it was not contended that he actually guaranteed payment himself. He, however, urged them to go on with the work. The purchaser never obtained the intended mortgage loan from the company.

Held, that the work was done and the material furnished with the privity or consent of the vendor within the meaning of s-s. 3 of s. 2 of the Mechanics' Lien Act, R.S.O., c. 126.

Lennox for the defendant W. H. Ray.

Urquhart for the plaintiff and defendant Scott.

Practice.

STREET, J.] [March 3.

LANCASTER *v.* RYCKMAN.

Security for costs—Slander—52 Vict., c. 14, s. 1, s-s. 3—Disclosing defence—Cross-examination on affidavit—Counter-affidavits—Stay of proceedings.

In an action for slander brought under 52 Vict., c. 14, the defamatory words complained of imputing want of chastity to the plaintiff, an unmarried female, and also for an assault, the defendant moved under s-s. 3 of s. 1 of the Act for security for costs upon an affidavit which stated, among other things, that the defendant had a good defence on the merits, but did not disclose such defence.

Held, that the affidavit was not sufficient, for a *prima facie* defence must be shown; but the cross-examination of the defendant upon her affidavit might be read in aid of the affidavit itself; and counter-affidavits could not be received.

Held, also, that the stay of proceedings in the order made for security for costs should not apply to the count for assault.

Middleton for the plaintiff.

Aylesworth, Q.C., for the defendant.

Q.B. Div'l Court.] [March 4.

IN RE TOWN OF THORNBURY AND COUNTY OF GREY.

Arbitrators—Fees—Day's sitting—R.S.O., c. 53, schedules—Computation of time.

Upon the proper construction of the schedules to R.S.O., c. 53, arbitrators are not entitled to charge as fees for a day's sitting which extends beyond six