

Held, that this was conduct disgraceful in the common judgment of mankind, and much more so in a professional respect.

Held, however, that publishing broadcast the symptoms of the disease known as catarrh was not in itself disgraceful conduct in a professional respect.

The council referred the complaint against the appellant for injury and report to their discipline committee, who took evidence, and reported it with their conclusions thereon to the council.

Held, that the report of the committee could not be set aside or treated as a nullity because they took unnecessary evidence, or because they drew conclusions from the facts ascertained by them.

S. H. Blake, Q.C., Moss, Q.C., and R. G. Smyth for the appellant.
Osler, Q.C., for the respondents.

Div'l Court.]

[March 4.

IN RE SEAR AND WOODS.

Mechanics' liens—"The price to be paid to the contractor"—*R.S.O., c. 126, ss. 7, 9, 10—53 Vict., c. 38—Contract abandoned—No money payable by owner to contractor—Existence of liens—Wage-earners—Priority—Enforcing liens—Taking benefit of proceedings by other persons.*

The words used in ss. 7 & 9 of the Mechanics' Lien Act, R.S.O., c. 126, as amended by 53 Vict., c. 38, "The price to be paid to the contractor," and other like expressions in the same sections, all mean the original contract price, and not that part of the contract price to the extent of which the contractor has done work or supplied materials.

And where the owner has, in good faith and without notice of any lien, paid the contractor the full value of the work done and materials furnished, and the value thereof does not exceed eighty-seven and a half per cent. of the contract price, and the contractor has abandoned his contract, and no money is payable to him in respect thereof, no lien can exist or be enforced against the owner in favour of any one.

Wage-earners are not, by virtue of s. 9, s-s. 3, and s. 10, as amended, entitled to twelve and one-half per cent. of the contract price if it never becomes payable by the owner to the contractor; giving priority to the lien of the wage-earners is not equivalent to enacting that the owner shall pay the percentage, whether the contract price ever becomes payable or not.

Persons who have registered liens, but have taken no proceedings to realize them, cannot have the benefit of proceedings taken by other persons to enforce liens against the same lands, where the liens of such other persons are declared not to be enforceable.

Goddard v. Coulson, 10 A.R. 1, followed. *Re Cornish*, 6 O.R. 259, not followed.

Aylesworth, Q.C., for Woods, the owner.

Snelling, Q.C., for the wage-earners.

Frank Denton for Kieran and McAdam.