

as possible; that it did all that could reasonably be expected in making way for the steamer. The defendant company was not guilty of any negligence or of any wilful wrongdoing; and the plaintiff company, although delayed for a short time on certain occasions when passing the logs, did not incur any appreciable or measurable damage by reason thereof. The defendant company's logs had, subject to reasonable limitations, an equal right upon the river with the steamer. The steamer must be so navigated and used as not measurably to prevent the defendant company from keeping together and moving the saw-logs to their destination. The defendant company must not so fill the river with logs and booms as to prevent navigation by the steamer; there must be give and take. In this case the defendant company's servants made the openings within a reasonable time and gave the plaintiff company reasonable facility in navigating the steamer. The plaintiff company's claim in this action was quite inconsistent with the claim in the other, where damages were, at least in part, sought for detention of the same vessel, covering the same period, because of keeping back the water necessary for navigation purposes. Action dismissed with costs. I. F. Hellmuth, K.C., and A. R. Bartlett, for the plaintiff company. Glyn Osler, for the defendant company.

CANADA CARRIAGE CO. v. LEA—LENNOX, J., IN CHAMBERS—
JULY 17.

Solicitors—Lien on Fund in Court for Professional Services—Payment out.]—Motion by solicitors for an order for payment out of the moneys in Court to the credit of the Durant Dort Carriage Company. LENNOX, J., said that it appeared that the moneys in Court to the credit of the company were the fruit and result of professional services rendered by Messrs. Cahill & Soule and Carscallen & Cahill; that their bill of costs had been taxed and allowed at \$855.84; and that the moneys in Court did not amount to so much as was owing to the solicitors, the applicants. Notice of the application had been duly served; and the company had not appeared. Order made in the terms of the notice of motion. T. H. Peine, for the applicants.