

It was also contended that the first cessation of work was an "abandonment" under sec. 22 (1); and no claim for lien was registered within 30 days from that time. But what took place was not an abandonment. Where the contractor, knowing or believing that the contract is not completed, declines to go on and complete it, there is an abandonment. Here the plaintiff, on it being decided that he was wrong in thinking that his work was completed, went on and finished it. The contract was not completed or abandoned; and sec. 22 (1) did not apply.

Appeal dismissed with costs.

NOVEMBER 4TH, 1915.

POWELL LUMBER AND DOOR CO. LIMITED v.
HARTLEY.

Mechanics' Liens—Amount Due by Owner to Contractor—Liens of Material-men and Wage-Earners—Dismissal of Contractor—Amount Necessary to Complete Work — Findings of Referee—Appeal.

Appeal by the defendant Graham from the judgment of Mr. F. J. Roche, an Official Referee, in a proceeding under the Mechanics and Wage-Earners Lien Act, R.S.O. 1914 ch. 140.

The appeal was heard by FALCONBRIDGE, C.J.K.B., RIDDELL, LATCHFORD, and KELLY, JJ.

T. Hislop, for the appellant.

J. P. MacGregor, for Shannon, a lien-holder, and G. H. Shaver, for the plaintiffs and Tijon, a lien-holder, respondents.

KELLY, J., delivering the judgment of the Court, said that the appellant, the owner of land, entered into a contract with the defendant Hartley for the erection by him of a house and repairs to another house thereon; that the plaintiffs and others supplied material to and did work for Hartley in the performance of the contract, and, not having been paid in full, registered claims for liens against the land. Shortly before the registration, the appellant dismissed Hartley from the work, and proceeded to complete it himself. Proceedings were instituted to enforce the liens, and the Referee found that liens had been established by six lien-holders, to the aggregate amount of \$1,424.31, exclusive of costs; that certain wage-earners had, with