

**WORK AND LABOUR.**

*Building contract—Dismissal of contractor—Right to remove material and plant—Demand—Conversion.*

—By a contract for the erection of certain buildings the contractor was to supply all labour, material, apparatus, scaffolding, utensils, and cartage of every description needful for the performance of the work; and was to deliver up to the owner, the work in perfect repair, etc., when complete, and was not to sub-let any part of the works without the architect's consent; and all work and material as delivered on the premises was to form part of the works and be considered the property of the owner, and not to be removed without his consent, the contractor to have liberty to remove all surplus material after he had completed the works. Without the architect's consent the contractor entered into a sub-contract with plaintiff for the excavation, brick and masonry work, and the plaintiff commenced work under his sub-contract, and con-

tinued to work for some time when he was ordered to discontinue by the architect:—

*Held*, that the plaintiff was entitled to remove from the premises (premises meaning what the parties treated as such) material placed there after he was directed to discontinue, and also material delivered off the premises, as well as plant constituting the fixtures and the apparatus, etc., necessary for carrying on his business, or to recover from the owner the value of any material used by him in the buildings; but that plaintiff was not entitled to remove any material placed there before he was ordered to discontinue; and that no demand was necessary; it appearing that the owner was using the same and thus committing an act of conversion. *Ashfield v. Edgell et al*, 195.

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**WORKMEN'S COMPENSATION  
FOR INJURIES ACT.**

*See MASTER AND SERVANT.*