

debts, including the mortgage debts upon the land specifically devised, were first to be paid, and then the legacy; the balance, if any, to go to the heirs-at-law and next of kin.

J. H. Burritt for the plaintiff.

J. Hoskin, Q.C., for the defendants.

BOYD, C.]

[March 16.

OSBORNE *v.* THE CORPORATION OF THE CITY OF KINGSTON.

R.S.O., c. 102—Non-appointment of officers thereunder—Words "owner," "occupant," "land"—Destruction of weeds.

The words "owner" or "occupant," used in R.S.O., c. 202, do not include the municipality or the municipal council of the locality, nor does the word "land" therein include street or highway.

The rights of persons injuriously affected by the growth of weeds must be measured by the terms of that statute; and when no officers have been appointed pursuant to its provisions charged with the duty of seeing the cutting and destruction of the weeds, no action will lie by the owner of property against the corporation for damages, or to compel them to destroy the weeds.

Langton, Q.C., for the demurrer.

Meredith, Q.C., *contra.*

FERGUSON, J.]

[June 15.

BARNIER *v.* BARNIER.

Tenants in common—Ejectment—Ontario Judicature Act.

A tenant in common, in an action for the possession of land against a person in possession without any title, can recover judgment only for the possession of his share; and the Ontario Judicature Act has made no difference in this respect.

Douglas, Q.C., for the plaintiff.

John Reeve for the defendant.

Chancery Division.

FERGUSON, J.]

[March 17.

BLIGHT *v.* RAY.

Mechanics' lien—Contract with verbal purchaser of land—Position of subcontractors—"Privity or consent" of owner—R.S.O., c. 126, s. 2, s-s. 3.

Mechanics' lien proceedings.

A verbal agreement was entered into for the purchase of certain lands, it being understood that the purchaser would proceed to erect buildings thereon, which he accordingly did, procuring materials and work from the plaintiff and others. It was no part of the agreement that the purchaser should forfeit the