

condition. I think the main wall of the plaintiff's building is the wall which supports the superstructure and roof of his house, and not the wall in front of the bay-windows.

Judgment, therefore, will be, declaring that a building as proposed by the defendant would be in violation of conditions 3 and 5 of the building restrictions in question, and that the defendant must be restrained from proceeding with the erection of the building unless and until he alters his plan and complies with those restrictions.

The defendant must pay the plaintiff's costs of the action.

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SUTHERLAND, J.

JULY 9TH, 1912.

GROCERS' WHOLESALE CO. v. BOSTOCK.

*Solicitor—Lien for Costs—Judgment—Settlement or Compromise without Providing for Costs—Absence of Collusion or Improper Conduct—Jurisdiction—Costs of Petition.*

Petition by a firm of solicitors, who represented the defendant in the above action, for an order declaring them entitled to a lien for their costs upon the judgment recovered in the action by the defendant against the Canadian Canning Company, third parties, and for payment of these costs by that company.

M. L. Gordon, for the petitioners.

H. E. Rose, K.C., for the Canadian Canning Company.

SUTHERLAND, J.:—The action was commenced about July, 1908, by the Grocers' Wholesale Company Limited against John L. Bostock and the Canadian Canning Company. On or about the 22nd September, 1909, the action was discontinued by the plaintiffs as against the Canadian Canning Company. A third party notice was served by the defendant claiming relief against the Canadian Canning Company. The action proceeded to trial, and judgment was given therein on the 20th October, 1910, in favour of the plaintiffs against the defendant, with a reference to ascertain the amount of damages, and judgment also that the Canadian Canning Company indemnify the defendant, as therein set out: 22 O.L.R. 130.

Upon the present application, counsel for the Canadian Canning Company took exception to the jurisdiction to entertain the