

of lot 10, was leased by Grimwood to Slingsby for 99 years; the lease is dated the 25th March, 1910, and is registered on the 11th April, 1910. Slingsby on the same day mortgaged this land to Grimwood for \$13,200. The Bells do not appear to have yet conveyed these lands to any one.

The situation, when it ultimately comes to be dealt with, is complicated by mortgages made by Baxter and Skipper and by Grimwood to the defendants the Hastings Loan Co. and the London Life Co. These are not now before me for consideration.

By the lease Slingsby agreed to erect four houses upon the parcel leased to him. Upon the argument it was said Slingsby had surrendered this lease, but there is no evidence of that, and the mortgage to Grimwood—which is not produced—might prevent any such surrender becoming effectual.

It is said that these four houses are now built.

According to the registrar's abstract, 34 mechanics' liens have been registered against the four lots, and 8 certificates of *lis pendens* based upon certain of these liens. These liens are claimed upon the estate of the Bells, Grimwood, Baxter and Skipper, Slingsby, and the several mortgagees. One of these liens is that of the Ontario Lime Association, being that now in question. This purports to be based upon a contract with Grimwood for the sale to him of lime to be used in the erection of certain houses upon the four lots, the contract being made on the 1st April. The lien was registered on the 11th May, and the only thing said in the statement of claim as to the defendants other than Grimwood is that they "or some or one of them" own the lands. The lien itself claims against Grimwood's estate in the lands as well.

One Oliver Mowat Moore, an agent of the plaintiff, swears that, "to the best of his knowledge and belief," the facts set out in the statement of claim are true.

Grimwood now moves to vacate the lien, basing his motion on an affidavit of his own, not contradicted save in so far as Moore's affidavit may be taken as a contradiction, in which he sets out that he has no interest in the four houses on the leased portion of the land save as landlord under the lease, and that the four houses on this part of the land were commenced by Slingsby. He has apparently forgotten his \$13,200 mortgage, if it is still in existence, and also fails to explain how he came to make several mortgages upon the land leased, unless these may be inferred to be mortgages of his reversion.

The point argued was that there could be no valid lien upon several buildings, and the lien must therefore be vacated.