

had been rejected, and when it was decided that Long, because he was an inspector of the estate, could not become a purchaser, that did not constitute a renewal or revival of his (G. F. Benson's) offer.

Benson, being an inspector of the estate, was disqualified from becoming a purchaser, unless he had first obtained the sanction of the Court. . . . And had the liquidator, after judgment was given setting aside the sale to Long, accepted Benson's offer, the sale was liable to attack on the same ground upon which it was held that the sale to Long was invalid.

The inspectors reached the conclusion that Benson's offer should not be accepted, and the liquidator's duty was at once to notify him of that fact, and to return his deposit.

The deposit was returned on 3rd November, and since then the liquidator has, with the assent of Long and of the inspectors (except H. J. Carter), disposed of over \$175,000 of the assets of the company; and, as Benson's offer was for the whole of the assets, the liquidator could not enforce specific performance, and on that ground alone Benson could not be held to his offer. . . .

Appeal allowed and order of referee set aside with costs.

STREET, J.

FEBRUARY 4TH, 1905.

TRIAL.

DONOVAN v. TOWNSHIP OF LOCHIEL.

Nuisance—Fouling Watercourse—Ditch Constructed to Carry Refuse from Factory—Liability of Municipality—Trespass—Local Board of Health.

Action for damages for fouling plaintiff's watercourse by refuse carried into it by means of a ditch constructed by defendants, and for an injunction.

D. B. MacLennan, K.C., for plaintiff.

J. Leitch, K.C., for defendants.

STREET, J.—Plaintiff is a farmer owning farm A.; to the north of him is farm B., owned by another farmer; to the north of farm B. is a township road within the jurisdiction of defendants. Abutting on the road, and at the north-west