

distress levied as here. *Walton v. Henry*, 620.

See INFANT.

## LAND, SALE OF.

See SALE OF LAND.

## LIBEL AND SLANDER.

See DEFAMATION.

## LIEN.

1. *Mechanic's lien*—*Prior conveyance*—*Notice of lien to purchaser*—*Validity of lien*—*Proceedings to realize*—*Summary application to discharge*.]—S. was the owner of a lot upon which he was building four houses and W. was his plumbing contractor doing the work on all at a specified sum for each house. He commenced his work in September, 1887, and finished about May, 1888. V. was the contractor for the brick work and as such was on the premises from time to time, as the work was going on, and was not paid by S. V. purchased one of the houses, which was conveyed to him by deed, dated December 1st, 1887, and registered February 20th, 1888. On February 24th, 1888, W. registered his lien on the whole property. Both V. and W. alleged that they knew nothing of the other's transaction.

On an appeal from ROBERTSON, J., who held (affirming the Master in Chambers) that V. had notice of W.'s claim, and that his summary application to have W.'s lien discharged must be dismissed with costs, the Court were evenly divided.

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*Per* PROUDFOOT, J. A lien should be registered against anyone whose rights are acquired during the progress of the work, and, if not so registered it becomes absolutely void, unless proceedings are taken to realize within thirty days: no proceedings were taken within that time by W, and the lien not being registered against the subsequent owner ceased to be a lien at all.

*Hynes v. Smith*, 27 Gr., 150, and *McVean v. Tiffin*, 13 A. R. 1, followed.

*Per* FERGUSON, J. The real question is not whether there was a valid registration of the lien, but whether the judgment of ROBERTSON, J., affirming the refusal of the Master to discharge the lien on a summary application was right. The Master was justified in so refusing.

*Wanty v. Robins*, 15 O. R. 474, referred to. *Re Wallis and Vokes*, 8.

2. *Mechanic's lien*—*Action by sub-contractor*—*Necessity of averring that something is due to the contractor*.]—*Held*, upon demurrer to a statement of claim in an action to enforce a mechanic's lien brought by a sub-contractor against the owner of the lands, and the contractor, that it was necessary for the plaintiff to aver that there was something due from the owner to the contractor. *Tounesley v. Baldwin*, 403.

See ARBITRATION AND AWARD, 1—HIRING, 1.

## LIPE ESTATE.

See LANDLORD AND TENANT, 1—WILL, 2, 5.

## LIMITATIONS, STATUTE OF.

1. *Defendant maker of note and sole executor of co-maker*—*Payment*