

what does it amount to? Only this: "Do as you like," says the mayor, "about removing the obstruction, but if in doing it you cause damage to our work—the main dam—we shall expect to be compensated." This was not forbidding Doolittle to touch the temporary dam, or maintaining it as against him, but simply a statement consistent with the attitude of the council, which may be thus expressed: "Patriarche put it there; let him take it away; we have an action pending against him: we will not interfere or be mixed up with anybody in reference to the removal of this obstruction in the river." Besides, the proof is salient, on the evidence, and in the actions of plaintiff and his witnesses, that they did not account this to be a prohibition to remove the obstruction. Plaintiff puts the whole situation succinctly thus: "One of the farmers had been and asked the council to take the dam out; they refused; so we told them we were going to take it out ourselves." And, notwithstanding what occurred before the council earlier in 1902, in October of that year Doolittle with plaintiff and others proceeded with the demolition of the temporary dam.

It appears that Patriarche had promised to remove this obstruction in the river, and apparently had begun to do so before his dismissal. Plaintiff first saw this temporary dam in the autumn of 1902, and he then found that part of it had been taken off—he understood that Patriarche had ordered it to be blown up. "And we went down" (he says) "to take some more out."

Thus the work of demolition was taken up by plaintiff and his fellow sufferers in the autumn of 1902. They took off about one-third of it; let the logs or timber which stretched across the river (there about 20 feet wide), go down stream; dislodged one pier, that on the south side of the river on lot 11, so that the current next spring removed what was left of the one pier; and before action, practically, the whole superstructure was gone, and all that was left was an accumulation of stone and brush in the bed and channel of the river Severn. During the first day of the work, some one, said to be a foreman of the workmen engaged on the main dam by the town, forbade the demolition of the temporary dam, but plaintiff's people said they would not stop without a guarantee from the mayor that he would have the dam removed, and, getting no answer, they resumed their operations on the second day, and did all they could with their available utensils to remove the obstruction.