cut upon plaintiff's property. Such a demand not complied with is, according to the cases cited by Mr. Plaxton, a sufficient demand to justify a finding that there has been a conversion.

She did refuse to comply with the demand, and the timber was afterwards worked into the barn, and she is liable for $20, for which she might have been sued in the Division Court unless the question of title arose.

On the whole, we think the judgment should be against her as well as her husband for $20, but as to her it will be without costs.

The result is that the judgment stands as against the husband for $20 with costs, as below, and that judgment is given for the same $20 against the wife without costs, and there will be no costs of the appeal or of the cross-appeal to either party.

HODGINS, MASTER IN ORDINARY. FEBRUARY 14TH, 1905.

MASTER'S OFFICE.

COLONIAL INVESTMENT AND LOAN CO. v. McCRIMMON.

Mortgage — Advances for Building — Mechanics' Liens — Priority—Subrogation—Agreement to Postpone.

Action by mortgagees to enforce their security. The moneys advanced upon the mortgage were used in the construction of buildings upon the land. Certain holders of registered mechanics' liens were made parties, and upon the usual reference they contested the plaintiffs' priority in respect of $4,800 advanced to contractors and wage-earners.

A. McLean Macdonell, for plaintiffs.

J. H. Denton and R. F. Segsworth, for lien-holders.

THE MASTER:—At the close of the argument in this case I found, on the evidence, that the sum of $4,800 had been advanced by the mortgagees for the purchase of the land and the erection of the buildings thereon, and that the same had been advanced and paid at the dates mentioned in the account marked as exhibit No. 1.

This finding, I think, brings the mortgagees' claim within the doctrine of subrogation which was illustrated in Baroness Wenlock v. River Dee Co., 19 Q. B. D. 155, where the English Court of Appeal held that the plaintiff's advances of