LEGAL.

In a recent case in England the plaintiff and defendant were owners of adjoining plots of ground forming part of a building estate, and these plots were each subject to a covenant that not more than one house was to be built on each plot. The defendant wished to build a block of flats upon each of his plots, but the plaintiff complained that this was a breach of the convenant, and sought for an injunction to restrain the defendant from erecting these buildings. The motion was refused by the Judge, who was of the opinion that each block of flats was one house only, and not a series of houses as contended, and the plaintiff appealed, but the Court dismissed it, the Master of the Rolls confirming the judge's opinlon. In his opinion the word "house" in the covenant did not refer to the mode in which the building was to be subdivided and let, but the aggregate of the rooms making up the building. When the word was applied to a covenant of this description it did not refer to the interior portions of the building, but to the whole thing. One of the London papers says that the decision is important as affecting all future restrictive covenants, as if a block of flats is intended to be excluded it ought to be so described.

According to a recent decision of the Queen's Bench Division of the British Courts, contractors are responsible for the safety of scaffolding erected by sub-contractors employed by them, unless there is specific agreement to the contrary. This decision was given in the case of Pavis v. Wills. The plaintiff, who was employed by a sub-contractor in the erection of houses at Battersea, whilst working under a scaffold constructed by another sub-contractor, met with an accident which injured his thumb by a slate falling through the boards, and was unable to work for four months. The scaffolding was put up by the sub-contractor for brickwork; but as he had not pointed the walls the scaffolding was not removed, and it was utilized by other sub-contractors. The defendant appealed. The case was heard on appeal by the defendant builder from the decision of the County Court by Mr. Justice Ridley and Mr. Justice Darling. They held the builder responsible because he had contracted for the erection of the scaffolding by the sub-contractor for brick-laying; that he permitted it to be used, and had allowed it to remain on the premises. Although he had not provided it or constructed it, the judges inferred that he had adopted it, and permitted workmen to use it. The appeal was therefore dismissed.

The Court of Appeal at Montreal has reversed the judgment of Mr. Justice Doherty in the case of Sincennes and Courval, architects, and the Institution Catholique des Sourdes-Muets. The appeal arose from a judgment of the Superior Court maintaining the pretensions of the plaintiffs, as to their having a valid privilege on a certain property, belonging to the apellants, for the payment of their services in connection with buildings erected upon the property. The claim amounted to $180. The institution sold some lots to one Zotique Terriault, upon which he erected some buildings, Sincennes and Courval being the architects. In February, 1898, Terriault became insolvent, and left the buildings in an uncompleted state. In the terms of sale the property returned to the institution. On the 16th of May the architects registered their claim for $180 against the lots. A notice of this registration was on the same day sent both to Terriault and to the appellants by letter, mailed in the city of Montreal. The appellants received on the following day, or the 18th. The judgment maintained the privilege and ordered an expert to determine the relative value of the lot, and of the buildings, as provided by the Code of Civil Procedure. From this judgment the appeal was taken. The institution paid off certain claims against the property. The effect of the judgment of the Court of Appeal is that while it is declared that the architect shall have a privilege for such services as he may render under a contract between him and the builder, the article 2013c tells him it will exist only for eight days absolutely, and that if he wishes to preserve it beyond that time he shall give a notice to the proprietor. The court was therefore of opinion that the plaintiffs failed to preserve their privilege and by neglecting to give, within eight days from the making of their own contract with Terriault, notice of it to the proprietors, they can no longer exercise it against the property.

FERGUSON VS. GALT PUBLIC SCHOOL BOARD.—Judgment by the Court of Appeal at Toronto on appeal by defendants from order of a Divisional Court setting aside judgment of non-suit entered by Boyd, C., and directing a new trial. The action is for damages at common law, and under the Workmen's Compensation for Injuries Act, for injuries sustained by plaintiff while engaged upon the construction of a retaining wall on the school premises, in the town of Galt. It was contended below that the evidence showed that when the accident happened the plaintiff was acting under the orders of one Webster, a superior, and that the accident occurred on the premises of defendants. The Divisional Court held that at common law, it being undoubtedly the duty of the master to provide good and sufficient apparatus for the servant, there was evidence here to go to the jury that it was insufficient and defective; and that under the Act there was evidence to go to the jury that plaintiff was acting under Webster's orders, and that Webster was plaintiff's superior, whom he was bound to obey; and there was evidence that Webster was a person entrusted by defendants with the duty of seeing to the conditions of the ways, etc., withiu sub-sec. 1 of sec. 6 of the Act, and Garland vs. City of Toronto, 23, A.R., 238, was distinguished. That court also held that there was no evidence, even if material, as plaintiff did not know it, to show that the defendants' workmen were trespassers. It was contended inter alia that at common law the plaintiff and Webster were fellow servants, and the way where the accident took was constructed by them according to their duty, and there was therefore no liability arising out of negligent construction (Hedley v. Pinkney, 1894), A. C., 222; and that there was no evidence to show that Webster was plaintiff's superior, or one to whose orders he was bound to conform. They were merely two fellow-laborers. Held, that plaintiff and Webster were fellow-workmen, and that this case is distinguishable from Garland v. City of Toronto, 23, A. R., 238. Appeal allowed with costs, and judgment of Boyd, C., restored.

NEW YORK AND OTTAWA COMPANY V. COLLINS' BAY RAFTING AND FORWARDING CO.—This important action came up for trial at the non-jury sittings of the High Court of Justice at Cornwall recently. The plaintiffs sought to have it declared by the court that the sum of $20,000 deposited in the Bank of Montreal as security for the fulfilment of certain work be paid over to them. In the autumn of 1898 the Collins Bay Rafting and Forwarding Company undertook a contract for the removal of the wrecked spans of the railway bridge in the south channel of the St. Lawrence River. Under terms of this contract they were to be paid $25,000 for a completed job, and were to have until the end of the season of 1899 to complete same. The New York and Ottawa Company deposited as security for the completion of the work $25,000 in the names of R. A. Pringle and Wm. Leslie as trustees. Five thousand dollars of this money was paid over to the Collins Bay Rafting and Forwarding Company in the fall of 1898, and the balance still remains in the names of the trustees. The New York and Ottawa Company contend that the Collins Bay Rafting and Forwarding Company have failed to complete their contract according to the agreement, and that the plaintiffs are entitled to have this money paid over to them. The New York and Ottawa Company also claim damages for the non-completion of contract. The Collins Bay Company contend that the time was not the essence of the agreement, and that they still have further time to complete their contract. The case was tried before the Hon. Mr. Justice Street, whose judgment declares that defendants have duly prosecuted their work without breach and are entitled to $5,000 of the contract price for removing the southern span of the bridge and $5,000 more for putting it on the shore, and dismisses action with costs without prejudice to plaintiffs' right, if so advised, to bring any further action or actions for any other or later breaches of the contract. Judgment for defendants on their counterclaim for $5,000 (in addition to the $5,000 already paid them) and counterclaim dismissed without costs as to balance claimed without prejudice to their right to recover in any future action the balance of the contract price if they show themselves entitled on the ground of completion of contract or any other grounds save those in paragraphs 8, 9 and 12 of defence and counterclaim.

The interior of the Cathederal at St. John, N. B., is being redecorated.

The annual picnic of the employees of the Gurney Foundry Company, Limited, Toronto, was held a fortnight ago at Burlington Beach.

It has been arranged that the members of the London Builders' Exchange shall pay a visit to the Builders of Cleveland, Ohio, on the 24th and 25th inst. The London Builders will reach Cleveland at 6.30 in the morning and will be met on their arrival by members of the Cleveland Exchange. The day will be spent at Senic Park. In the evening a banquet will be held at the American House A most enjoyable time is anticipated.