

of plaintiff against these defendants for \$650 without costs, ordering that \$400 deposited by plaintiff in the hands of defendant Gibson should be forfeited to defendants the Chandlers, and dismissing the action against Gibson with costs.

W. R. Riddell, K. C., G. Grant and F. W. Halliday, for plaintiff.

D. E. Thompson, K. C., for defendants the Chandlers.

H. L. Drayton, for defendant Gibson.

THE COURT (FALCONBRIDGE, C.J., STREET, J.) held, affirming the judgment, that the charges of fraud and wrongdoing against defendant Gibson, as architect, were unsupported by the evidence; but, reversing the judgment, that plaintiff was properly discharged by defendant Walter Chandler from the work under the provisions of the contract in question, for the building of a mausoleum. It was plain by the terms of the contract that the architect was the person appointed by the parties to determine whether the work was being satisfactorily proceeded with at the end of 72 hours or not, and that, in the absence of fraud (which was expressly negated here), his certificate of 4th December, 1899, to Chandler was binding on plaintiff, and a sufficient and complete protection to Chandler in the action he took upon it of discharging plaintiff from the work. Appeal of plaintiff dismissed with costs. Cross-appeal of defendants the Chandlers allowed with costs. Judgment for plaintiff set aside, and action dismissed as against all the defendants with costs.

BOYD, C.

MARCH, 6TH 1903.

# CRERAR v. CANADIAN PACIFIC R. W. CO.

*Mechanics' Liens—Action to Enforce—Statement of Claim—Affidavit of Verification made by Solicitor as Agent—Indorsement of Address of Plaintiffs—Necessity for—Construction of Rules of Court.*

An appeal by plaintiffs from an order of the Judge of the District Court of Rainy River in a mechanics' lien action directing an amendment of the statement of claim, and a cross-appeal by defendants Vigeon Brothers from the same order in so far as it refused to set aside the statement of claim because not verified by affidavit of plaintiffs, and upon another ground which was not pressed.

J. H. Spence, for plaintiffs.

H. L. Drayton, for defendants Vigeon Brothers.

BOYD, C.—Having regard to the canons of construction