

tender was frequently referred to as "the contract," it was in reality but a proposal, the acceptance of which, whether joint or several, was necessary before a contract or more than one contract could be constituted.

In one aspect the tender itself was not severable. The houses were to be semi-detached. It was highly improbable that Carver would, at the tendered price, have built one if he was not at the same time to have the building of the other. But this term, plainly enough implied, would be completely satisfied if, with the concurrence of Carver, each of the owners accepted for himself.

It was manifest, from the testimony given and from the conduct of all the parties concerned, that the defendant Spence accepted the tender as to the one house, and Castell as to the other, so as to constitute, when ratified, as it was, by Carver, one contract between Spence and Carver for the Spence house, and another contract between Castell and Carver for the Castell house.

Upon the erroneous conclusion that there was but one contract, and that a joint contract between Spence and Castell on the one part and Castell on the other for the erection of the two houses on the two parcels treated as one, was based the Master's decision that the plaintiff was entitled to a lien on the interest of the owners of both parcels for \$168.23, being the price of plumbing materials used in both the houses by the defendant Snodny, who had a sub-contract (and only one sub-contract) for the installation of the plumbing in both houses. The last of such materials—a bath and sink-basin—were furnished on the 6th August, and were placed in the Castell house by Snodny on the 10th August. On that day Snodny's man did, as he said, 15 minutes' work in the Spence house; but there was no evidence that any materials furnished for the Spence house were supplied within 30 days of the registration of the lien—which was effected on the 3rd September.

There being two contracts, the lien, so far as it affected the interest of the defendant Spence in his land, utterly failed.

The claim to a lien for \$168.23 also failed as to the Castell property. The Castell interest could not be held liable for goods not supplied upon the request of Castell and not for his direct benefit: Mechanics and Wage-Earners Lien Act, R.S.O. 1914 ch. 140, sec. 2 (c); and the claim covered materials supplied for both houses. It was a reasonable inference that half the materials were used in each house, and the plaintiff's lien