

tracted for were made at the appellant's request as the work proceeded, for which she rendered herself liable; a part only of these she admitted.

The contractor, on the evidence, had established extras to the amount of \$540. The work contracted for and the additional work treated as extras were not completed when the contractor was dismissed. A reasonable sum necessary to complete was \$258, of which \$158 was paid to R. J. Shannon, one of the lien-holders, for completion of his contract. The appellant contended that the cost of completion much exceeded the figure named.

The Referee's finding of the amounts for which Hartley was primarily liable remained undisturbed. The amount paid by the owner to Hartley or on his account prior to the notice of the liens did not exceed 80 per cent. of the value of the work, services, and material actually done, placed, or furnished by Hartley at the time of the dismissal.

The six lien-holders were entitled to liens upon the property to the extent of \$838.80 (in addition to the costs allowed by the report, for which they had also liens), in the proportion of their several claims for debt and interest (if any) found to be due them.

The report should be varied as indicated; no costs of the appeal.

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NOVEMBER 17TH, 1915.

\*BELL v. TOWN OF BURLINGTON.

*Municipal Corporations—Annexation of Part of Township to Village—Order of Ontario Railway and Municipal Board—Erection of Village, including Annexed Territory, into Town—Jurisdiction of Board—Supplementary Assessment—Invalidity—Liability for Taxes—Municipal Act, R.S.O. 1914 ch. 192, sec. 20 (1), (2), (7)—Assessment Act, R.S.O. 1914 ch. 195, secs. 54, 56 (1), (2)—Injunction—Costs.*

Appeal by the plaintiff from the judgment of BOYD, C., ante 44, 34 O.L.R. 410.

The appeal was heard by FALCONBRIDGE, C.J.K.B., RIDDELL, LATCHFORD, and KELLY, JJ.

W. Laidlaw, K.C., for the appellant.

W. Morison, for the defendants, respondents.