

The appeal was heard by MEREDITH, C.J.C.P., RIDDELL, LENNOX, and ROSE, JJ.

Peter White, K.C., for the appellant.

W. S. Herrington, K.C., for the defendants, respondents.

MEREDITH, C.J.C.P., giving judgment at the conclusion of the argument, said, after referring to the language of secs. 17 and 18 of the Dog Tax and Sheep Protection Act, that a claimant has a right of action to compel council and valuer to comply with the provisions of the Act, so far as may be necessary to give effect to a valid claim; but he has no right of action in the nature of an appeal against the determination of the council or the valuation of the valuer; and so the judgment appealed against was right; and, as the defendants' council were always ready and willing to pay according to the valuation, and offered to do so, and paid the money into Court in this action, the costs were properly given against the plaintiff, and he should also pay the costs of this appeal.

RIDDELL, J., agreed. He referred to *Re Hogan v. Township of Tudor* (1915), 34 O.L.R. 571, explaining the principle upon which it was decided.

LENNOX, J., agreed in the result. He preferred not to be understood as expressing any opinion as to the right of questioning the amount found by the valuer. The finding of the learned Judge in the Court below, that the amount fixed by the valuer was fair, and should not be increased, was not to be disturbed, and was sufficient to warrant the dismissal of the action.

ROSE, J., agreed in the result.

*Appeal dismissed with costs.*

SECOND DIVISIONAL COURT.

JANUARY 11TH, 1918.

\*ARMAND v. NOONAN.

*Sale of Goods—Contract—Property Passing—Description of Goods—Time for Execution of Contract—Reasonable Time—Condition—Warranty—Defect in Quality—Diminution in Price—Action for Price—Judgment for Full Purchase-price—Leave Reserved to Purchaser to Sue for Damages for Breach of Contract.*