

of Dover were again the principles of the foreign policy of England."

To declare the defendant Jessie McLagan to be entitled from the death of her husband to the share of the income accruing from that date, is to place her back in her former position had she never married; and this constitutes the affirmative answer to the second question.

As to the third question, the persons who will on the death of Jessie McLagan become entitled to the trust fund under clauses 3 and 4, will become entitled also to the accumulations of income during the period of Jessie McLagan's marriage.

The cases are not of much assistance. They are principally under the Thellusson Act: *Crowley v. Crowley*, 7 Sim. 427; *O'Neil v. Lucas*, 2 Keen 316; *Harbin v. Masterman*, L. R. 12 Eq. 559; [1894] 2 Ch. 184; *Wharton v. Masterman*, [1895] A. C. 186; *Re Travis*, *Frost v. Greatorex*, [1900] 2 Ch. 541.

Costs to all parties, out of the estate.

Bruce, Burton, & Bruce, Hamilton, solicitors for plaintiffs.

Washington & Beasley, Hamilton, solicitors for defendant J. McLagan.

Gibson, Osborne, O'Reilly, & Levy, Hamilton, solicitors for infant defendants.

JANUARY 22ND, 1902.

DIVISIONAL COURT.

BIRKETT v. BREWDER.

*Mechanic's Lien—Plant Supplied by Contractor—Forfeited to Owner for Breach of Contract—Lien does not Attach upon—R. S. O. ch. 153, sec. 11 (1).*

Appeal by plaintiffs from judgment of Judge of County Court of Carleton dismissing the claim of the plaintiffs to a mechanic's lien upon the works of the Metropolitan Electrical Company of Ottawa in respect of materials furnished by the plaintiffs to Brewder and McNaughton, the contractors. The plaintiffs contended that until the work should be completed, it could not be ascertained whether anything would be due to the contractors upon which the plaintiffs' lien could attach, and, therefore, the right of the lien should not have been determined.

The contract between the Metropolitan Co. and Brewder and McNaughton provided that all machinery and other plant, etc., furnished by the latter, was to become the property of the company until the final completion of the work, and