

appears to have been made as to the registration of the lien. After Solodinski had made the contract for work and materials with the T. Eaton Co. and their lien therefor had attached, he sold the premises to one Blanchard and, on settling up with him, Solodinski made a statutory declaration falsely declaring that he had paid for all labour and material.

The deed to Blanchard appears to have been registered in April, but the final adjustments were not made with the purchaser Blanchard until August 7th, 1914. Whether this means that the purchase money was not paid till then it is hard to say. At all events, before the sale was completed the lien was registered.

The T. Eaton Company's last work appears to have been done in the preceding July, and Blanchard appears to have purchased without actual notice of the T. Eaton Company's claim. Mrs. Hyslop had advanced on her mortgage \$11,275.10, but the referee, in effect, found that the T. Eaton Company were entitled to priority over her as regards any advances made by her subsequent to the registration of the T. Eaton Company's lien, and he directed that the mortgages be sold and the proceeds applied first in satisfaction of Mrs. Hyslop's claim to the extent of \$11,275.10 and then towards payment of the lien. He also held that Blanchard's interest in the land was subject to the T. Eaton Company's lien.

On an appeal by Blanchard and Hyslop the Divisional Court held that neither Blanchard, nor Hyslop, were "Owners" within the meaning of sec. 2 of the Mechanics and Wage Earners' Lien Act, and consequently that the interest of neither of them was bound by the lien of the T. Eaton Company and therefore allowed their appeals.

In arriving at this conclusion the Court says:--

"The lien given by sec. 6 of the Act attaches to the estate or interest of the owner as 'owner' is defined by sec. 2, sub. sec. (c), and Blanchard does not fall within that definition." With great respect for that opinion, we venture to think that Blanchard clearly did come within the definition referred to. Solodinski had undoubtedly ordered the work, the lien for which it would seem