legal authority to maintain the works and to charge and collect reasonable tolls for services rendered.

As to the first ground, Mr. Shepley's argument is that the boom company having erected its works the lumber company, by allowing its logs to be mixed with those of other owners and to pass into the boom company's works, rendered a separation necessary, and thus impliedly requested the boom company to make that separation for reward. It is true that the boom company caused its logs to be deposited on the ice during the two winters in question. Other operators having acted similarly the whole cut became mixed and required separation, but such action on the part of the lumber company did not, I think, constitute an implied request to the boom company to make this separation. The destination of the lumber company's logs was its mills on the Rainy River. There it had erected booms, pockets and other devices whereby, if permitted to use the river uninterfered with and unaided by the plaintiffs' works, it could have separated and taken care of its own logs. All the witnesses agree that having regard to rapids and other conditions above Rainy River it was impossible to float the lumber company's logs in cribs or in any other way, except as separate single pieces. Unless, therefore, that method of floating was adopted the lumber company would have been unable to make use of its standing timber. Thus it was necessary to float the lumber company's logs loose from the limits by the route pursued to the Rainy River. This necessity, added to the fact that the defendant company was deriving no benefit from the unauthorized interference of the plaintiff company with its logs on the way to the mill, and had forbidden the plaintiff company to interfere with them, negatived the inference of an implied contract.

Mr. Shepley argued the case as if the lumber company was solely responsible for the mixing of its logs with those of other owners, and, therefore, was liable to the other owners for the costs of unmixing. Such, however, is not this case. The mixing was the result of common action. If the plaintiff company were one of the owners it would have had to share the responsibility for such mixing, and its only right, I think, would have been to remove its property at its own expense, but whether such be the law as between different owners, I fail to see how a stranger can step in and against the protest of an owner