

company to be really substantially liable, and not to allow them to hold out their names as the promoters, and at the same time to incur no obligation.

W. H. P. Clement for W.

J. M. Clark for the liquidator.

FERGUSON, J.]

[Sept. 4.

SECOND v. TRIMMER.

*Act to Simplify the Procedure for Enforcing Mechanics' Liens—Scope of Act—Procedure.*

*Held*, that notwithstanding the apparently unlimited provisions of section 1 of the Act of last session, entitled an Act to Simplify the Procedure for Enforcing Mechanics' Liens, a perusal of the whole Act leads fairly to the conclusion that the intention of the legislature in passing it was to simplify procedure in the High Court only for enforcing mechanics' liens, leaving the summary and simple procedure for that purpose before fully provided for in County Courts and Division Courts unaffected by the passing of the Act.

Cox for appellant.

Aylesworth, Q.C., contra.

BOYD, C.]

[Oct. 10.

RE TOWNSHIPS OF HARWICH AND RALEIGH.

*Water and watercourses—Arbitration and award—Municipal corporations—Arbitration under s. 590 of R.S.O., c. 184—Constitution of board of arbitrators—"Interested," in s. 389, meaning of.*

A question arose under s. 590 of the Municipal Act, R.S.O., c. 184, between the townships of H. and R., whether H. caused waters to flow on R., to the detriment of R., which ought to be drained from R. at the expense of H. The township of T. also discharged waters over the other side of R., opposite H.

*Held*, that T. was not "interested" within the meaning of s. 389 of the Act; and therefore that a board of three arbitrators appointed, pursuant to that section, one by each of the three municipalities, was not properly constituted to determine the question; and their award was set aside.

M. Wilson, Q.C., for Harwich.

W. R. Meredith, Q.C., and Wm. Douglas, Q.C., for Raleigh.

BOYD, C.]

[Sept. 30.

ELLIOTT v. ELLIOTT.

*Landlord and tenant—Covenant to expend manure upon the premises—Manure made after expiry of term—Mesne profits—Claim in former action—Estoppel.*

A married woman, lessee, covenanted to use upon the demised premises all the straw and dung which should be made thereupon,

*Held*, that the lessor was entitled to recover for manure removed from the premises which was there at the expiry of the term, but not for manure made thereafter, while the lessee was overholding.

*Hendall v. Pollock*, 6 M. & W., 529, followed.

In a former action of ejectment brought by the plaintiff against the defendants, mesne profits were claimed, but no evidence was given in regard to them,

*Held*, that the plaintiff was not estopped from recovering in this action occupation rent for the premises since the expiry of the term.

J. B. Clarke, Q.C., and J. B. Jackson, for the plaintiff.

Middleton for defendants.

BOYD, C.]

[Sept. 30.

WOOD v. STRINGER.

*Mechanics' lien—Ascertainment of amount due to contractor—Parties—Registered owner not liable on contract—Work and labor—Acceptance of bad work—Congregation occupying church—Reduction of price for bad work—Measure of—Extras—Written order for.*

In an action to enforce a mechanics' lien brought by material men against the contractor and the registered owner, the contest was as to whether anything was due to the contractor, and the registered owner was not liable on the contract.

*Held*, that the amount due to the contractor could not be ascertained without the persons liable on the contract being brought before the Court. The work in question was the building of a church. The last of the work done was the pews, and as they were being put in, objection was made by the architect to their material and workmanship.

*Held*, that the occupying of the church with the pews objected to in it was not an acceptance of the work.