

the evidence in this case did not shew that the representation made was intended by the parties to be contractual respecting the accuracy of the statement, but was in fact nothing more than the opinion or estimate of the vendor.

There being no fraud, and no condition or warranty proven, the defendants failed upon their counterclaim.

The appeal should be dismissed with costs.

MULOCK, C.J.Ex., agreed with CLUTE, J.

RIDDELL and KELLY, JJ., agreed in the result, for reasons stated by each in writing.

SUTHERLAND, J., also agreed in the result.

*Appeal dismissed with costs.*

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#### HIGH COURT DIVISION.

MULOCK, C.J.Ex., IN CHAMBERS.

JULY 25TH, 1918.

RE HOBBS AND KENABEEK CONSOLIDATED SILVER  
MINES LIMITED.

*Company—Winding-up—Dominion Company in Course of Winding-up in Quebec Court—Mechanic's Lien Registered against Land of Company in Ontario—Leave to Commence Action to Enforce—Mechanics and Wage-Earners Lien Act, R.S.O. 1914 ch. 140—Winding-up Act, R.S.C. 1906 ch. 144, sec. 22—Application for Leave—Jurisdiction—Forum.*

Motion by Hobbs, a lien-holder under the Mechanics and Wage-earners Lien Act, R.S.O. 1914 ch. 140, for leave to commence an action against the Kenabeek Consolidated Silver Mines Limited, a company incorporated by a Dominion charter, now in liquidation in the Province of Quebec, to enforce his lien.

The claim of lien was registered on the 27th May, 1918, and the winding-up order was made by the Superior Court of the Province of Quebec on the 5th June.

Under the Mechanics and Wage-Earners Lien Act, the lien ceases to exist at the expiration of 90 days after the work was performed, unless an action has been commenced. The Dominion