

The appeal was heard by MEREDITH, C.J.C.P., RIDDELL, LATCHFORD, and MASTEN, JJ.

W. J. McLarty, for the appellant.

S. M. Mehr, for the plaintiff, respondent.

THE COURT allowed the appeal and set aside the order so far as it permitted the plaintiff to have judgment for possession against the appellant. The parties to go to trial on the question of tenancy if they choose to do so. The appellant to have the costs of the appeals in Chambers and in this Court against the plaintiff. If there are any costs against the appellant, they are to be set off.

SECOND DIVISIONAL COURT.

OCTOBER 19TH, 1916.

AGNEW v. EAST.

*Payment—Claim for Price of Goods Sold and Delivered—Payment by Promissory Notes and Assignment of Mechanic's Lien—Destruction by Fire of Building on Land Covered by Lien—Application of Insurance Moneys—Mechanics and Wage-Earners Lien Act, R.S.O. 1914 ch. 140, sec. 9.*

Appeal by the plaintiff from the judgment of SUTHERLAND, J., 10 O.W.N. 428.

The appeal was heard by MEREDITH, C.J.C.P., RIDDELL, LENNOX, and MASTEN, JJ.

Frank Denton, K.C., for the appellant.

R. T. Harding, for the defendants, respondents.

THE COURT dismissed the appeal with costs.