

deponent was not an officer of the defendant company. Counsel for the plaintiff asserted that Mr. Reynolds was the president, and that the plaintiff had dealt with him for the past two or three months on that understanding. The Master agreed with the contention that the motion could only be made on behalf of the company. He referred to *Burnett v. General Accident Assurance Corporation*, 6 O.W.R. 144; *Mackenzie v. Fleming H. Revell Co.*, 7 O.W.R. 414. This was not, he pointed out, the case of substituted service, when, in some cases, it may be permissible to move (see *Taylor v. Taylor*, 6 O.L.R. 545), or take the steps suggested in *Bound v. Bell*, 9 O.W.R. 541. Here, if the service had been improperly made, the plaintiff would proceed at his peril. But he must be left to do as he might be advised. The second objection, the Master said, was also well taken; and the motion could not succeed, and should be dismissed. Costs reserved until the case has proceeded further, and light has been obtained as to the relations (if any) between the applicant and the defendant company. John MacGregor, for the applicant. M. C. Cameron, for the plaintiff.

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HUCKELL v. POMMERVILLE—SUTHERLAND, J.—MARCH 8.

*Building—Erection Close to Boundary Line of Lot—Injury to Adjacent Property—Water from Roof—Injunction—Damages—Destruction of Line Fence—Nuisance—Costs.*—The plaintiff is and for years past has been the owner of the easterly part of lot No. 37 on the north side of Cooper street, a residential street in the city of Ottawa, upon which is erected a substantial brick house, the easterly wall of which extends to or very close to the westerly limit of lot 38 adjoining. The defendant in August, 1910, bought lot 38, which also has on it, towards the easterly side, a brick residence. There was between the two houses a considerable space of vacant ground, which, before the purchase by the defendant, had been a lawn. Later, the defendant sold the easterly part of lot 38 and the brick house thereon to one Frazer. In the spring of 1911, the defendant began to excavate the westerly or vacant portion of his lot to erect an apartment house thereon, but was stopped. Later, he erected a building or buildings running north from Cooper street, close to or on the line between the two lots, as shewn on a plan. The first building, marked on the plan "office," is of wood, with metal sheeting, having a frontage on Cooper street of 22 feet by a