

sums therein set forth to the persons therein named, and unless the owners within the municipality upon notice pay the sums for which they are thereby made liable, the council shall have power to cause the amount each owner is liable for, together with seven per cent. added thereto, to be placed upon the collector's roll, and the same shall thereupon become a charge against his lands, and shall be collected in the same manner as municipal taxes."

If the word "owner" is to be interpreted as we think it must be—as meaning the owner for the time being of the lot upon which the drain has been constructed—there is less difficulty in coming to the conclusion that the contention of defendants is right.

In that part of the section which reads, "The council shall have power to cause the amount each owner is liable for, together with seven per cent. added thereto, to be placed upon the collector's roll, and the same shall thereupon become a charge against his lands," the words "his lands" create some difficulty, but they cannot mean his lands generally and wherever they may be; that would be an extraordinary provision, and it is impossible to adopt that view. They mean, we think—as where a similar expression is used with regard to other sums charged—the land of the person in default, which is included in the drainage scheme. Reading the words "become a charge against his lands" as meaning "to become a charge against the lands of the owner," and owner as meaning "owner for the time being," the question is solved, because, so reading the section, the charge is upon the lands, and it matters not that plaintiff is not the owner who made default.

The view we have taken as to the proper construction to be given to the word "owner" is supported by what was said by the present Chief Justice of Ontario in *Dalton v. Township of Ashfield*, 26 A. R. 263. That case was the converse of this, and, dealing with the question of the right of a successor in title to an owner, this language is used by the Chief Justice: "The plaintiff's predecessor in title was a party to the award, and the plaintiff as his assign stands in his place, and is, I think, to be considered an owner, party to the award, under the Act."

The result is that, in our opinion, defendants were right in taking the position that the \$157.27 in question was a charge upon the land of plaintiff, and the action therefore fails.