

until the expiry of the term, but even had breach arisen the claim being for unliquidated damages would not be admissible.

A bank made advances to a lumber operator upon the security of an agreement between him and a trustee that he should sell and deliver a specified quantity of logs to be cut by him, to the trustee, who should, have the property therein as from the stump, and who should, upon delivery, pay for the same by, *inter alia*, paying the bank amount of its loans.

*Held*, that the security was void under s. 76 of the Bank Act, c. 29, R.S.C.

By agreement by which E. agreed to sell a specified quantity of lumber to be manufactured by him, to M., it was provided that the latter should have a lien thereon, and upon the logs for the same, for all advances on account made by him. Advances were made under the agreement, when E. assigned for the benefit of his creditors. None of the lumber had then been manufactured, and while E. had in stream or in booms his season's cut of logs, none had been set apart in order to carry out the agreement.

*Held*, that M. had not a lien upon the logs for his advances.

*Barry, K.C., Earle, K.C., Trueman, K.C., White, K.C., and McCready*, for various parties.

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Barker, J.] BROWN v. BATHURST ELECTRIC CO. [Oct. 18.

*River—Riparian owner—Use of water—Prescriptive title—Mill dam—Interruption of water—Statutory powers—Remedies—Injunction—Ex post facto legislation—Construction.*

A riparian owner has a right to have the water flow to his land in its natural channel without material diminution in its volume or sensible change in its quality; and to use it for all ordinary and domestic purposes; he has also a right to the reasonable use of it for commercial or other extraordinary purposes incident to the enjoyment of his property, provided he does not cause material injury or annoyance to other riparian owners.

A prescriptive title to the uninterrupted use of the water of a river will not be obtained by a riparian owner who has