

lost, because it turns out that the plaintiffs had none, and no other action to enforce liens was brought within the time limited by the Act, might seem a somewhat formidable one, as well as a somewhat startling one. But, if regard be had to the purposes of the enactment and all its provisions and words, the formidableness of the objection may fade, and no difficulty be experienced in avoiding its startling and disturbing effects.

That which the Act aims at in regard to the enforcement of its provisions is simple, inexpensive, and speedy methods: *McPherson v. Gedge* (1883), 4 O.R. 246.

A narrow examination and interpretation of secs. 31 and 32 would doubtless lead to the conclusion that the plaintiff in the action of which other lien-holders may have the benefit must be himself a lien-holder.

But sec. 37 is by no words so restricted; and, under it, not only are all questions which arise in any action, tried under its provisions, to be determined, but also "the rights and liabilities of the persons appearing before" the Judge or officer who tries the action, "or upon whom the notice of trial has been served," are to be adjusted; and, among other wide provisions, "all necessary relief to all parties to the action and all persons who have been served with the notice of trial" is to be given.

The respondents were served with notice of trial before there was any adjudication upon the plaintiffs' claim; and they are entitled to the benefit of these provisions of sec. 37, upon even a narrow and literal interpretation of its words—because an action in which their lien may be realised, that is, this action, was brought within the time limited by sec. 24.

Giving the Act that liberal interpretation which we are required to give it, it may be that secs. 31 and 32 should be held to cover any action brought in good faith to enforce a lien, whether it should eventually turn out to be enforceable or not; but the respondents are not driven to that contention; they can safely take cover under sec. 37.

The appeal should be dismissed.

RIDDELL, KELLY, and MASTEN, JJ., agreed that the appeal should be dismissed; RIDDELL and MASTEN, JJ., giving reasons in writing.

*Appeal dismissed with costs.*