

Chancery Division.

MEREDITH, J.]

[Nov. 26, 1895.]

RE CANADA COAL CO.—DALTON'S CLAIM.

*Landlord and tenant—Lease—New arrangement of rent—Effect of—Applicable provisions of old lease.*

The company were tenants of D. as assignees of a lease in writing containing the provision for the acceleration of six months rent in case the tenant became insolvent.

Before the expiry of the lease an arrangement was made between the company and the landlord for a reduction of the rent, nothing being said as to the other terms of the lease.

On the company being put into liquidation, it was

*Held*, reversing the Master in Ordinary, that the arrangement made imported the terms of the old lease if applicable, and as this term was applicable and usual, the landlord was entitled to prove for the six months rent.

*Shepley*, Q.C., for the landlord.

*Biggs*, Q.C., for the liquidator.

FALCONBRIDGE, J.]

[Dec. 30, 1895.]

GARING ET AL. v. HUNT & CLARIS.

*Mechanics lien—Leased premises—Repairs by lessee—Interest of lessor—"Owner"—Scenic artist—"Mechanic"—"Laborer," etc.—Scenes part of freehold.*

C. leased an opera house to H. by lease in writing providing for certain repairs to be done by H. and paid for out of the rent.

H. employed plaintiffs, two scenic artists to paint scenes, &c., who claimed a lien on the premises.

*Held*, that C. was not an "owner," whose interest may be charged within the meaning of R.S.O., c. 126, sec. 2.

*Semle*, a scenic artist is not a "mechanic, laborer or other person, who performs labor, &c.," under sec. 6 (1) of the Act.

*Quare*, whether movable scenery and flying stages are part of the freehold.

*C. F. Maxwell*, for the plaintiff.

*J. A. Robinson*, for the defendant Claris.

ROBERTSON, J.]

[Dec. 31, 1895.]

BELL v. GOLDING.

*Sale of land—Registered plan—Lane—Sale according to plan—Right to use of lane.*

One Marshall, owning a plot of land in Brampton, divided by a plan into five lots and a lane, which lane ran around the west and south sides of lot 4, terminating at the east limit of lot 5, which lay to the west of lot 4. He registered this plan in 1868, and in 1869 he sold to Clarke lots 1, 4 and 5, "together with the lane bordering on said lot 4 as shown by said plan," and in the same year Clarke similarly conveyed the said three lots, together with the said lane, to the defendant. In 1871 the defendant conveyed lot 5 to Dawson, from whom by