

As a further defence to Scrimger's claim, defendants have set up what they contend is a written consent on his part to their plans. This was signed on March 4th, 1912, and dealt with and referred only to the lane leading from Scrimger's land to St. George road through which defendants were thereby permitted to construct a storm drain. Scrimger afterwards delivered to defendants a document dated 15th March, 1913, revoking "the license granted by me to you on or about March 4th, 1912," and forbidding defendants entering upon the lands. I do not think that that affords any relief to defendants; apart from any right of Scrimger to revoke what he calls a license, that document did no more than permit defendants to carry the storm drain through the lane and give them the right to enter upon the land for that purpose; and moreover the method of disposal of the water as contemplated by defendants was not of the efficient kind required there by the health authorities.

What I have so far found to be the facts are quite sufficient in my judgment to entitle plaintiffs to relief. In that view it is unnecessary to deal with other aspects of the case, such as defendants having proceeded without a by-law, and against the express written objection, more than once made, of the council of the township of North Dumfries into which municipality the sewer or drain was to be carried.

At the close of the trial I thought, and so expressed myself, that the facts elicited in the evidence would have enabled the parties to arrive at some reasonable solution of their differences, and for that reason I withheld judgment. I have since learned that they have not been able to reach an agreement.

Judgment will be in plaintiffs' favour, with costs.