

Idington, J.]

BRENNAN v. FINY

[Feb. 8.]

Limitation of actions—Landlord and tenant—Payment of taxes by tenant.

The lessee of a house at a yearly rental without taxes agreed with the lessor after he had been in possession of the house for some time to pay the municipal taxes and water rates chargeable in respect of the house on the understanding that the amount would be deducted from the rent payable by him. He remained in possession of the house for more than eleven years and up to the time of the bringing of the action having paid the taxes and water rates each year to the municipal authorities, but not having made any payments to the lessor:

In an action by a mortgagee of the lessor under a mortgage made subsequent to the lease it was held that even assuming the agreement had been intended to relate to future years (which was doubtful) the payments of taxes and water rates did not operate to prevent the bar of the statute.

Finch v. Gilray (1889), 16 A.R. 484, applied.

Geo. F. Henderson and A. W. Green, for plaintiff. *Glyn Osler and F. M. Burbidge* for defendant.

Province of Manitoba.

KING'S BENCH.

Perdue, J.]

BLACK v. WICHE.

[Feb. 3.]

Mechanics' lien—Building contract—Lien for materials furnished to contractor—Occupation of building by owner—Acceptance of work.

Action to enforce a lien under R.S.M., 1902, c. 110, against a house built for defendant Hiebert by the defendants Wiebe and Jardine, for the price of lumber supplied to the latter and used in the construction of the house. The contractors built the house under a written contract with Mrs. Hiebert, who was to pay \$30 in advance, \$470 "when the roof of the building was covered in," \$1,500 "on or before the completion of the building," and the balance, \$600, as should be arranged between the parties. The house had been for some time occupied by Mrs. Hiebert, but it had not been completed according to the contract, and, consequently, no part of the \$1,500 payment, or of the balance of \$600, had become due and owing to the contractors, although they had received the proceeds of a loan of \$1,000 on the property and applied them on account of the \$1,500 payment in accordance