

of any claim for costs which Lobb might have against the plaintiff. No doubt, the parties could agree as to this.

LENNOX, J., concurred.

MASTEN, J., agreed in the result.

MEREDITH, C.J.C.P., read a dissenting judgment. He made an elaborate review of the evidence, and stated his finding thereon, that Lobb had power given him by the plaintiff to receive the money; and that the plaintiff's conduct, from the beginning until he placed his case in his present solicitor's hands, proved it conclusively; that being so, the defendants had paid the whole of the compensation to the plaintiff; the appeal should be allowed, and the action dismissed.

*Appeal dismissed; MEREDITH, C.J.C.P., dissenting.*

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SECOND DIVISIONAL COURT.

APRIL 14TH, 1916.

BRESETTE v. ROY.

*Contract—Building Contract—Dispute as to Terms—Wages and Material—Payment to Contractor—Quantum Meruit—Findings of Fact of Master—Appeal—Costs.*

Appeal by the defendant from the judgment of the Local Master at Hamilton in a mechanic's lien action, in favour of the plaintiff.

The appeal was heard by MEREDITH, C.J.C.P., RIDDELL, LENNOX, and MASTEN, JJ.

M. J. O'Reilly, K.C., for the appellant.

H. J. McKenna, for the plaintiff, respondent.

RIDDELL, J., delivering the judgment of the Court, said that the contract alleged by the plaintiff was, that he was to do certain carpenter work on the defendant's house, on the terms that the defendant should pay all wages and for all material, and also pay to the plaintiff 50 cents per hour for himself; while the defendant asserted that the plaintiff was to do the work for a certain fixed sum. The findings of the Local Master shewed that he substantially accepted, as he well might, the story of the plaintiff. This was not seriously disputed by the defendant; and the Court could not, in any case, reverse the decision of the Master on this