

did that work, and nothing was said to plaintiff as to anything being unsatisfactory until the letter of April 7th. 1899. . . . The cases do not support the contention that the option to purchase extended up to the end of the six months from October 8th, 1898. I dismiss the action with costs as to the bank. who may deduct their costs out of the fund of \$3,122.50 in their hands. I give judgment for plaintiff for balance of fund, and direct the defendant corporation to pay to plaintiff his costs and the costs deducted by the bank.

R. D. Gunn, Orillia, solicitor for plaintiff.

Smith, Rae, & Greer, Toronto, solicitors for Bank of British North America.

Blake, Lash, & Cassels, Toronto, solicitors for Pioneer Trading Corporation.

JANUARY 29TH, 1902.

DIVISIONAL COURT.

WOLFF v. KEHOE.

Statutes—Highway—Trees, etc., "Left Standing" on—Meaning of—
R. S. O. ch. 243, sec. 2, sub-sec. 4.

Appeal by plaintiff from judgment of County Court of Carleton.

Glyn Osler, Ottawa, for plaintiff.

R. V. Sinclair, Ottawa, for defendant.

The Court (MEREDITH, C.J., LOUNT, J.) held, in disposing of the appeal, that R. S. O. ch. 243, sec. 2, sub-sec. 4, which enacts that "every growing tree, shrub, or sapling, whatsoever planted or left standing on either side of any highway for the purposes of shade, or ornament," etc., means growing tree, etc., left standing *by a municipality*.

O'Gara, Wyld, and Osler, Ottawa, solicitors for plaintiff.

Caron & Sinclair, Ottawa, solicitors for defendant.

FALCONBRIDGE, C.J.

JANUARY 27TH, 1902.

TRIAL.

HAGAR v. HAGAR.

Contract—To Build Walls of Barn—Good and Workmanlike Manner—
—Contractor not Liable if Roof Causes Walls to Fall—Plan—
Costs.

Action tried at Hamilton, brought to recover damages by reason of the loss to plaintiff from the negligent construction by defendant of the walls of concrete of a barn to be