

different rule was, does not appear unless it is to be found in the words "that the only thing to be looked at is the value of the work done." But that is not a different rule or an improper rule as far as it goes. The question really was on what basis is the value of such work and materials to be estimated? Is it to be the contract prices, or is the owner to be at liberty to shew that the work, is not really worth what he agreed to pay for it, or on the other hand, may the wage earner shew it is actually worth a great deal more than was agreed to be paid for it? From the fact that the Divisional Court allowed the appeal we infer that the County Court judge in estimating the value of the work, etc., actually done, took some other basis of value than the contract prices, and we conclude, therefore, that the result of the decision is that the rule laid down and acted on for estimating the percentage in *Russell v. French* is held to apply to s. 14 (3); but this as we have already intimated is after all a matter of inference, and is not a satisfactory method of reporting.

Yours,

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[A careful perusal of the report of the case above referred to certainly shews that there is something in our correspondent's criticism. The defect in the report seems to be that it does not set forth the judgment of the county judge nor what was the basis of the calculation he adopted, or in fact what the discussion on that point, if any, was. If that had been made part of the report the reader could more readily understand the reasoning of the appellate judge, and what his judgment as a matter of law really means.—EDITOR, C. L. J.]