

substantial sum was owing; the costs had been incurred; and there was the liability for these costs—amount subject to taxation. *Hughes v. Chambers*, 22 C. L. T. Occ. N. 333, 14 Man. L. R. 163, and *Palmer v. Culverwell*, 85 L. T. N. S. 758, 759, referred to. If the fact of the assignment is established it makes no difference that the agent collecting the debt is himself a creditor to whom the equitable assignment is made. As to corroboration, see *Re Curry*, 32 O. R. 150, 23 A. R. 676. Appeal allowed without costs. Order made for payment over of balance. Costs of Ottawa Trust and Deposit Co., as between solicitor and client, to be paid out of this money.

MACMAHON, J.

JULY 4TH, 1903.

CHAMBERS.

BERRIDGE v. HAWES.

Action—Summary Dismissal—No Reasonable Cause of Action Alleged—Claim for Wrongful Dismissal—Claim to Enforce Mechanic's Lien—Company—Agreement with.

Motion by defendant to strike out the writ of summons and statement of claim, and to set aside the service thereof, on the ground that they disclose no reasonable cause of action, and because the claim indorsed on the writ of summons cannot be joined with a claim for enforcement of a mechanic's lien. The claim indorsed on the writ was for damages for wrongful dismissal from defendant's employment as building superintendent and foreman, and for breach of contract. The statement of claim set forth an agreement for (amongst other things) the formation of a company for the erection of apartment houses in the city of Toronto, services performed under the agreement and as building superintendent, the registration of a mechanic's lien, and concluded by claiming payment of \$3,200, a declaration of lien, and \$2,000 damages for breach of contract and wrongful dismissal.

W. H. Blake, K.C., for defendant.

W. E. Raney, for plaintiff.

MACMAHON, J.— . . . It appeared that building operations were commenced and carried on from March until May, when they were interrupted by a strike of the workmen, at which time \$30,000 had been expended on the building. Plaintiff was paid \$15 as superintendent during each week the building operations were in progress. In addition,