

where the action in which it is set up is brought against the lawful personal representative of the deceased. But where the executor de son tort has made payments of interest in respect to a promissory note, within six months before action commenced, and the holder of the note brings action against her to make her answerable to the extent of the goods of the deceased come to her hands, it is not open to the defendant, for the purpose of preventing a payment giving a new start to the statute of limitations (which effect it would have if made by the lawful representative), to rely on his having been a wrongdoer and not the true representative. As between himself and the plaintiff, as respects payments made by the executor de son tort and their effect, the latter is to be treated as the true representative of the deceased.

The Bills of Exchange Act does not deal with the consequences which are to flow from the character which according to its provisions is attached to the promise which a bill or note contains, and therefore these consequences fall to be determined according to the law of the province in which the liability is sought to be enforced.

Proudfoot, K.C., for plaintiff. Middleton, for defendant.

Province of Nova Scotia.

SUPREME COURT.

Full Court.] ATTORNEY-GENERAL v. CITY OF HALIFAX. [April 11.

Municipal corporation—Resolution rescinding contract—Power of court to enjoin—Intervention of Attorney-General—Relator—Consideration—Mutual promises.

The Attorney-General, on the relation of M., a ratepayer of the city of Halifax, applied to a judge at chambers for an injunction to restrain the defendants, the City Council of the city of Halifax, from carrying into effect a resolution seeking to rescind a previous resolution accepting an offer made by C. to furnish a sum of money for the purpose of establishing a free public library building for the city on condition that the city would provide a specified sum of money for its maintenance and would provide a free site for the building. An interim injunction was granted from which defendants appealed.

Held, per TOWNSHEND, J., that the City Council in passing the rescinding resolution was acting within the scope of its corporate powers, and that, assuming there was a breach of contract, no one except the other party to the contract could legally complain of its action or adopt remedies for the enforcement of the contract.

Also, that no case had been made out to justify the intervention of the Attorney-General.