

that a contract for the purchase of a steam fire engine which remained executory in the sense that no acceptance of the engine had taken place, could not be enforced against a municipal corporation unless a by-law authorizing the purchase had been passed under the Municipal Act, even although the contract to purchase was under the corporate seal, and a bill of exchange for the price had been accepted by the mayor.

The appeal must be dismissed with costs.

RIDDELL, J.

JUNE 13TH, 1907.

CHAMBERS.

CLISDELL v. LOVELL.

*Evidence—Motion for Interim Injunction—Examination of Witnesses in Support of—Refusal to Answer Questions—Rule 491—Relevancy of Questions—Full Disclosure—Party to Action—Duty to Prepare for Examination—Production of Documents—Duty of Examiner—Fraud—Privilege—Examination of Solicitor as Witness—Discovery—Costs.*

Motion by plaintiffs to commit defendant Lovell and H. J. Wright and Massey Morris for refusal to answer certain questions upon their examination as witnesses upon a pending motion for an interim injunction.

The motion came up for disposition after refusal of defendants to give an undertaking suggested in an opinion reported in 9 O. W. R. 687.

W. N. Tilley, for plaintiffs.

W. H. Blake, K.C., for defendant Lovell and others.

R. S. Cassels, for defendant Case and the George A. Case Co. Limited.

J. H. Moss, for H. J. Wright.

RIDDELL, J.:—I have set out the material facts of this case in my former memorandum, in part reported 9 O. W. R. 687.

The defendants, as was their undoubted right, have declined to give the undertaking suggested; the plaintiffs have filed their statement of claim. I now proceed to dispose of the motion.