

*Held*, also, that the same considerations applied to the objection based on the omission to give notice of the appointment of a day for finally considering the by-law in Council, as required by s. 569 (5).

*Middleton*, for the motion. *Bruce*, K.C., and *Harrington*, K.C., for defendants.

Falconbridge, C.J.K.B., Street, J., Britton, J.]

[Jan. 9.

PHILLIPS v. CITY OF BELLEVILLE.

*Municipal corporation—Sale of lands of—Sale to other than the highest bidder—Reason actuating alderman—Good faith.*

Appeal by the above corporation from the judgment of *MAGEE, J.*, upon re-trial of this case pursuant to the judgment of the Divisional Court, 9 O.L.R. 732, in order to ascertain the reasons which actuated the minds of the members of the above corporation in selling real estate of the corporation to a person other than the highest bidder, with a view to pronouncing upon the sufficiency of those reasons, which the said Divisional Court held it was the duty of the Court to do.

*Held*, that the Court should not attempt to decide the question upon so doubtful and elusive an enquiry as that of the respective weights that the different aldermen may have given to the various reasons on which they have acted, and it was sufficient if the Court found (1) that the council acted in perfect good faith, and (2) that they had reasons before them which they might reasonably have considered sufficient to justify their action, which the Court had found in this case upon the evidence at the said re-trial.

*Mikel*, for City of Belleville. *Armour*, K.C., for plaintiff. *Porter*, K.C., for Caldwell.

Province of Nova Scotia.

SUPREME COURT.

Full Court.] ANDERSON v. PHINNEY. [Dec. 18, 1905.

*Vendor and purchaser—Possession under agreement to purchase—Liability to pay interest—Equitable relation of parties.*

Defendant purchased a lot of land from A. for the sum of \$1,140 under an agreement in writing by the terms of which A.