

nephews and nieces, issue of those who were dead, other than the children of Thomas, and generally the material must be completed in some satisfactory way before any order could be made.

MIDDLETON, J.

DECEMBER 18TH, 1916.

*WILSON v. TOWN OF INGERSOLL.

Municipal Corporations — Local Improvement By-law — Construction of Road — Contract Approved by Town Council — Refusal of Mayor to Sign—Seal Affixed and Contract Signed by Person Appointed by Council—Administrative Powers of Council—By-law Read three Times at one Meeting—Violation of Domestic Rule—Effect of—Unnecessary By-law—Injunction—Discretion of Court.

Motion by the plaintiff, a ratepayer of the town, for an interim injunction restraining the defendants from constructing a road in the town of Ingersoll under a contract between the defendants the town corporation and their co-defendants, the contractors for the making of the road.

The motion was heard in the Weekly Court at Toronto.
J. H. Moss, K.C., for the plaintiff.
Gideon Grant, for the defendants.

MIDDLETON, J., in a written judgment, said that the municipal council and the mayor of Ingersoll did not agree, and the mayor had set himself to the hopeless task of governing the town in opposition to all other members of the council. The plaintiff was a ratepayer in sympathy with the mayor.

By by-law 821 (11th September, 1916), passed under secs. 9 and 11 of the Local Improvement Act, R.S.O. 1914 ch. 193, the council enacted that the works in question should be constructed as local improvements. Tenders were advertised for, and the paving committee reported on the 18th September, and finally on the 2nd October the report was adopted and the tender of the defendant contractors accepted—the mayor dissenting. On the 7th October, the contract, prepared and ready for signature, was presented to the council and approved by resolution. The mayor refused to sign, and again refused after a resolution of the council

*This case and all others so marked to be reported in the Ontario Law Reports.