

cant himself was a party: Kent v. Jackson, 14 Beav. 384, and numerous other cases of that class.

In the present case the plaintiff had entered into a solemn agreement to sell the land in question to his brother, under conditions which might or might not have proved more favourable than the sale to the defendant Franklin. The lands were subject to an annuity of \$100 during the lifetime of the mother. She, as a matter of fact, lived only two years after the transaction in question; but, had she lived for the ten years for which the annuity was provided, the proposed sale would not have been as beneficial as the present one. While the agreement was still standing, the plaintiff entered into the arrangement with the executor for the sale to him. Upon the view the trial Judge has taken of the evidence, it cannot be doubted that the plaintiff had a full knowledge of the facts, and understood perfectly well what he was doing. It was not a case where he was acquiescing in a transaction by the trustee of which he did not have full knowledge. He himself was a party to the act, not only not finding fault with what was done, but rather taking advantage of an opportunity to get rid of what he thought was an undesirable contract into which he had entered.

Upon the special circumstances of this case and the findings of the learned trial Judge upon the evidence, I agree with the conclusions arrived at by the trial Judge.

Appeal dismissed with costs.

SUTHERLAND, J.:—I agree.

MIDDLETON, J., also concurred, for reasons stated in writing.

BOYD, C.

JUNE 29TH, 1910.

BOURGON v. TOWNSHIP OF CUMBERLAND.

Municipal Corporations—By-law Limiting Number of Liquor Licenses in Township—Time for Going into Operation—Coming License Year—Restriction to Taverns—Oral Proof that no Shop Licenses Existing—Liquor License Act, secs. 20, 32—Delay in Attacking By-law.

Action for a declaration that a certain by-law of the defendants limiting the number of licenses in the township was void and of no effect.

F. B. Proctor, for the plaintiff.

A. E. Fripp, K.C., for the defendants.