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No. 27.

HIGH COURT OF JUSTICE.

DIVISIONAL COURT.

MARCH 18TH, 1910.

*CAMPBELL v. COMMUNITY GENERAL HOSPITAL
ALMSHOUSE AND SEMINARY OF LEARNING OF
THE SISTERS OF CHARITY, OTTAWA.

*Contract—Charitable Corporation—Absence of Seal and Writing
—Partly Executed Contract—Powers of Corporation—Work
and Labour—Recovery for Work Done—Quantum Meruit.*

Appeal by the plaintiffs from the judgment of BRITTON, J.,
ante 387, dismissing without costs an action brought to recover
the value of work done for the defendants in digging a well.

The appeal was heard by BOYD, C., MAGEE and LATCHFORD, JJ.

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

W. E. Middleton, K.C., for the defendants.

BOYD, C. (after stating the facts, which may be found in the
former note, p. 387) :—

That the contract is *intra vires* does not seem to me to be
doubtful. The farm was held by the corporation for the purposes
of the well-being of the sisterhood and all the beneficiaries of the
charity. It provided supplies of butter, milk, and vegetables,
which had to be procured from some source, and better from this
farm managed in their interest than from any other. The farm
was largely and substantially ancillary to the proper maintenance
of the institution; and it follows that for the proper management
of the farm and the stock a plentiful supply of good pure water
was indispensable, and in no other way could this be procured
than by the digging or sinking of wells. That this well was
needed is not disputed—is indeed admitted—the only qualification
made by the lady-manager is that it was “not very badly needed.”

* This case will be reported in the Ontario Law Reports.