payable within twenty years—Municipal Act R.S.O., c. 184, secs. 340, 334, 351, 352—Time for moving to quash—Promulgation of by-law—Registry of by-law.

Motion to make absolute an order *nisi* obtained and served on the 20th of September, 1889, to quash a by-law of the village of Norwich to raise the sum of $1,700 by way of bonus to aid an industry in the village.

The by-law was finally passed by the council, after having been voted on by the electors, on the 3rd of June, 1889, and was promulgated on the 10th of June, 1889. It was registered on the 14th of August, 1889.

The by-law stated on its face that it was to come into force on the 2nd of July, 1889, and authorized the issue of three debentures payable at twenty years after the date of issue, and provided that the date of issue should be the 1st of October, 1889.

Held, that the period of payment exceeded twenty years, and the by-law was therefore in contravention of sec. 340, sub-sec. 2, of the Municipal Act, R.S.O., c. 184, and should be quashed.

Held, also, that this by-law was not a by-law by which a rate was imposed, and was therefore not subject to the provisions of sec. 334 of the Act, requiring an application to quash to be made within three months from promulgation; but was a by-law for contracting a debt, and was therefore subject to the provisions of secs. 351 and 352, requiring an application to quash to be made within three months from the registry of the by-law, and this application was therefore in time.

C. J. Holman for the applicant.

Aylesworth for the village.

GALT, C.J.] [Oct. 7.

IN RE WHITAKER AND MASON.

Municipal corporations—Warrants for salary of officer—Refusal of mayor to sign—Application by officer for mandamus—Remedy by action.

An officer of a municipal corporation applied for a mandamus to compel the mayor to sign warrants for the applicant's salary, which the mayor had been called upon to do by a resolution of the municipal council.

Held, that the applicant could maintain an action against the corporation for his salary, and as he had that remedy, a mandamus would not be granted at his instance.

W. H. P. Clement for the applicant.

Aylesworth for the mayor.

Chancery Division.

Div'l Ct.] [June 12.

MCINTYRE *v.* THE EAST WILLIAMS MUTUAL FIRE INSURANCE CO.

Insurance—Further insurance without consent—Notice to company—Payment of assessment—Estoppel—Damages—Amount of Judgment.

Plaintiff on Feb. 1, 1886, insured with defendants for $1,000. He changed his mortgage on the insured property from one loan Company to another, and the latter refused to accept the defendant's Mutual policy, and insured in the L. Assurance Co. for the same amount, and notified plaintiff by letter, who in Dec., 1886, showed the letter to the defendant's Sec.-Treas., and was then told it was all right, and that there was nothing further necessary for him to do. Plaintiff paid defendants assessments in Dec., 1886, and March, 1887. The fire occurred June 30, 1887, and the loss was $2,200. Defendants' by-laws provided that they would not pay more than two-thirds of the actual loss sustained, and that not more than $2,000 would be taken in one risk. The L. Assurance Co. paid their $1,000.

Held, that the showing of the letter to the Sec.-Treas. did not fulfil the requirements of the statute R.S.O. (1877), c. 161, s. 40, so as to charge the defendants.

Held, also, that the receipt of assessments by the defendants after the officer was aware of the other insurance, operated an estoppel on the Co., and must be treated as an exercise of the directors' option to treat the policy as valid.

Held, also (affirming FALCONBRIDGE, J.), that the proper way to arrive at the damages was, first, to deduct the $1,000 paid by the L. Assurance Co. from the $2,200 amount of the loss, and then take two-thirds of the remaining $1,200, making the judgment $800.

R. M. Meredith and *W. Nesbitt* for the plaintiffs.

W. R. Meredith, Q.C., for the defendants.