

given. I think the Act must be considered and construed to mean as expressly conferring upon the defendant corporation legislative authority to erect a public library, purchase a site therefor, and assess to the limit mentioned for its annual maintenance. In my view the defendants' position must be considered as if in the enacting clause we had an express declaration following the recitals to the effect that the town is authorized to proceed and erect the library building referred to in the recitals. When we conclude that the defendant corporation had been given the power to erect such a building it seems to me their liability to plaintiffs is concluded. It matters not whether they resort to the gift money for payment or to taxation. By the express powers conferred on towns by c. 71, s. 132, the corporation can rate and collect for all expenditures incurred in the due execution of the powers and duties by law vested in or imposed upon the town by the special Act above referred to, and I see no answer to the plaintiff's contention here that he has a right to recover as against the defendant corporation for his work and labour in and about the plans and specifications ordered.

The order for judgment should be varied to provide for a recovery of \$426,63, and the appeal dismissed with costs.

GRAHAM, E.J., concurred with DRYSDALE, J.

Appeal dismissed.

NOVA SCOTIA.

FULL COURT.

DECEMBER 22ND, 1909.

REX v. LANDRY.

School—Trustee—Election — Irregularity—Voters' Qualification—Unpaid Taxes—Quo Warranto.

Motion for an information in the nature of a quo warranto to test the validity of the election of a school trustee.

J. A. Wall, in support of application.

W. B. A. Ritchie, K.C., contra.