

on the certificate. The member subsequently married, when he informed his wife that he would have the certificate changed, as he intended it for her, giving her the certificate, which she deposited in a trunk used by both in common.

*Held*, that this was not sufficient to displace the terms of the contract as manifested on the face of the certificate; and further, so far as the mother was concerned, she was amply protected, 53 Vict., c. 39, s. 5 (O.), which applied to the certificate in question, creating a trust in her favour.

*Clute, Q.C.*, and *John Williams* for plaintiff.

*W. B. Northrup* for the defendants.

ROSE, J.]

[Jan. 20

ALEXANDER *v.* CORPORATION OF THE VILLAGE OF HUNTSVILLE.

*Municipal corporations—By-law exempting manufactory—Right to repeal.*

A by-law passed under s. 366 of R.S.O., c. 184, which authorized the exemption of a manufacturing establishment for a period of not longer than ten years, exempted the lands, etc., used in the applicant's business for a period of ten years from the date at which the by-law came into effect.

*Held*, that the by-law was valid; that the words "manufacturing establishment" included land and everything necessary for the purposes of the business; and that the period of exemption was within the time limited by the statute; and also that, during such limited time, and in the absence of any acts on the part of the persons in whose favour the by-law was passed justifying the repeal thereof, the repeal would be illegal.

A ground relied on for the repeal of the by-law was that the applicant had erected more than two dwelling-houses on the exempted lands, whereby, under the terms of the by-law, the exemption ceased. This was done through oversight, and, on the applicant's attention being called thereto, and on his undertaking to pay taxes thereon, a by-law was passed agreeing thereto, and validating the original by-law; but, through inadvertence, this by-law was not sealed. The dwellings were subsequently assessed, and the taxes paid on them.

*Held*, that the corporation, by their acts and conduct, were precluded from now setting this up as a breach of the by-law.

A further ground of appeal was the erection of electric light poles and supplying electric light, but, under the circumstances set out in the case, this was also overruled.

*W. R. Meredith, Q.C.*, and *J. B. Clarke, Q.C.*, for the applicant.

*F. E. Hodgins, contra.*

MACMAHON, J.]

[Feb. 5.

MANGAN *v.* CORPORATION OF WINDSOR.

*Municipal corporation—Contract for construction of sewer—Power to put on men, etc., to hasten the work—Construction of contract and specifications.*

A contract for the construction of a sewer, between the corporation of the town and the plaintiff, provided for its construction within a limited time, but