

money may, I think, be regarded during the next year as a sum required for the maintenance of the school for the ensuing twelve months; as, if it is not obtained on requisition to the municipal council, it cannot be obtained at all, and the creditor could sue and take in execution the school property, without which the school cannot be maintained or continued. Totally different considerations would arise if there was any room for supposing that there had been any deliberate attempt on the part of the board to shift the burden of taxation from one year to another, or if the contract had been a contract void upon its face as being a contract to incur liability in one year payable in another.

Had it not been for the decision in the Toronto case, I would have thought that the Legislature had intended the Board alone to determine the amount to be levied, and that, in the absence of bad faith, the municipal council had no right to criticise the demands made; but I am precluded from acting upon that view by the decision in question.

The mandamus will, therefore, go, with costs.

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REX V. GRAY—MIDDLETON, J.—OCT. 3.

*Criminal Law—Indeterminate Sentence—Industrial Farm—Municipal Act, 1903, sec. 549a—Prisoner Confined in Central Prison—Habeas Corpus—Discharge.*]—Upon the return of a habeas corpus addressed to the Warden and Keeper of the Central Prison, the defendant moved for his discharge. MIDDLETON, J., said that the only authority for the detention of the prisoner produced upon the return of the habeas corpus was the warrant issued by Mr. Ellis, acting Police Magistrate at Toronto, committing the defendant to an industrial farm for two years' indeterminate sentence, under 2 Geo. V. ch. 17, sec. 34 (adding sec. 549a to the Municipal Act, 1903); and this did not authorise incarceration in the Central Prison. Nothing was produced shewing how the prisoner came to be in the custody of the Warden. Order made for the prisoner's discharge. H. C. Macdonald, for the prisoner. No one contra.