

had there been a contract, and making one with another company, the council acted within its rights, and that the courts have no power to interfere, the matter being in the discretion and within the jurisdiction of the council ;

That a valid contract having been signed and executed, plaintiff cannot by a writ of injunction ask that it be not carried out, so long as it has not been annulled.

The plea then proceeds to attack the contract claimed to have been made with the Edison Company, claiming that the latter company had no right to take possession of the streets of Maisonneuve, or do any work therein ; that it had no contract with the town ; that all proceedings at the meeting of the 7th were null, said meeting having been held with closed doors, and not publicly as required by law ; that said resolution was irregular and null, the council being bound to accept the lowest tender, which the Edison's first tender was not, and having no right to allow any tender to be changed without notice to other tenderers, which was done by collusion between the Edison Company and certain members and employees of the council ; that said resolution was to be followed by a contract, and until such contract was passed there was no engagement between the parties, and the resolution remained the property of the corporation, and was reconsidered before any effect had been given to it, the Edison Company being notified by the mayor to do no work in virtue of it, and notified of its reconsideration ;

That the only contract in existence was that with the Royal, which was valid and binding.

The plea concludes by asking that the resolution of the 7th be declared null as against public order, and the writ of injunction quashed.

By his answer to this *défense* plaintiff redeclares the allegations of his declaration, reaffirms his being a rate-payer of the municipality, and as such having an interest to bring the suit, but does not allege that he suffers or is exposed to suffer any special damage by reason of the works sought to be restrained, and which as he alleges cause damage to and impede the streets of the municipality. He then contradicts in detail the allegations of the defence, and sets up efforts made since the institution of the action to obtain a meeting of the council and the repeal of the resolution complained of, and their non-success by reason of the Mayor, McQuade, Bennett and Champagne absenting themselves,