

was acting as superintendent in the construction of the brewery. A dispute subsequently arose between the city and L. as to whether the latter was liable to pay for the pipe so supplied and for the cost of connecting it with the main water pipe and the wall of the building. While this dispute was still outstanding and unsettled L. sold the property to the Halifax Breweries Co., Limited, in which he had a large interest as shareholder, by which company the business was afterwards carried on. On the 30th July, 1896, the amount claimed as due to the city not having been paid, an official in the employ of the city was sent to the brewery for the purpose of turning off the water as a means of enforcing payment. The manager of the company thereupon under protest and in order to avert serious loss which would have been caused by the turning off of the water, paid the amount in dispute, and made a demand upon L. for reimbursement, who, notwithstanding his claim that the amount was not due and should not have been paid, repaid the company the amount advanced and brought his action against the city to recover it.

The Judge of the County Court for the County of Halifax, before whom the case was tried, found that L. was not liable for the amount in dispute or any part of it.

*Held*, this being so, that the demand made upon L. by the company for indemnity was unwarranted, and that the payment by L. having been voluntary he was not entitled to recover.

*Held* also, that the money having been obtained from the company by means of unlawful pressure exerted by city officials upon the company, the latter and not L. acquired the right of action against the city.

*Held* also, that the trial Judge was wrong in the theory upon which he proceeded, that the circumstances warranted the view that the company acted as agent of L. in respect to the payment of the money, and that L. by reimbursing the company ratified the payment so as to acquire a right to sue the company to recover back the sum paid.

(a) Because the money was paid by the manager of the company for the protection of the company and not as agent of L.

(b) Because the company under compulsion and against its own will paid money as to which it knew that L. repudiated liability, and the idea that the payment was made as agent of L. was therefore excluded.

(c) Because the sole liability of the city being based upon a fictitious or quasi contract to which L. was not a party, the payment made by him to the company could not entitle him to sue upon it.

(d) Because the wrong done by the city being a wrong done to the company, and the only cause of action therefore being that of the company the transaction between the company and the city was not one that could be ratified by L.

After argument of the appeal application was made for leave to add or substitute the company as plaintiff.

*Held*, that this could only be done on payment of costs, and with leave to the city to raise any defence which it might be advised to meet the claim made by the company.