

missioners, they shall and may exercise all the powers, rights, authorities or immunities, which, under the Act, might have been exercised or enjoyed by the council and officers of the corporation acting for the corporation. These powers, etc., are so varied and numerous that their enumeration is beyond the scope of these columns. They will be found fully set out in the above Act and subsequent amendments thereto.

2. We will require a more definite statement of this matter before we can answer the question.

#### A Street Watering By-Law.

514—N. W. B.—In 1903 our village council passed a by-law under section 686 of the Municipal Act for watering certain streets (in a defined area) according to the assessed value of the properties benefited. We believe the requisite formalities of the law were complied with: Section 8 of said by-law shall be in force during the current municipal year, and (except in so far as the same may from time to time hereafter be amended to conform to the changes in assessment in said lands) shall continue in force until repealed. Each succeeding year the council has passed a by-law amending the assessments of the properties affected by the original by-law so as to make the assessments conform to the assessments of the said properties, according to the last revised assessment roll. Was section 8 a proper and legal enactment, and has the subsequent procedure been proper?

We are of opinion that the enactment referred to was within the authority of the council. We do not think it is necessary that the council should pass a by-law every year for the levy of the cost of the street watering on the properties benefited. This could be provided for in the original by-law, and a rate struck each year to raise an amount sufficient to pay such cost, on the assessed value of all the properties benefited, no matter to what extent that assessed value varied from year to year.

#### Liability for Accident Due to Non-repair of Highway.

515—P. L.—Townships M. and R. gave contract for grading and ditching on townline between them, to be completed by 1st July. Contractor starts work in June. The heaviest rain in 20 years came on the night of the 12th June, which put the contractor off the job for five or six days, leaving the road in a bad shape until he was able to go on again. B., hauling cream over road, drives into rut on side of grade near bottom of ditch breaking rig and spilling cream on third day after the storm. B. having an alternative route reverses his trip as soon as the break down occurs, going over the bad piece of road light and returning the other way. B. claims contractor left top of grade in an uneven state.

1. In view of the fact that B. knew the condition of the road and had alternative route, without loss of time to him. Can he justly and legally claim damages from the municipalities?

2. If B. can secure damages, would the contractor be in any way liable for same as no mention was made in contract to keep road in good condition, with even surface while work was being done?

1. From the statement of the facts, we are of opinion that B was guilty of contributory negligence, since he knew the road travelled and on which the accident occurred was in an unsafe condition. We do not therefore think he can collect any damages from the corporation.

2. Our reply to question number one renders it unnecessary to reply to this.

#### Qualification of School Voters—Correction of Errors in Assessment.

516.—R. J. P.—1. Can C rent five acres of land with house to A, when A is working by the month for C, and lives in C's house with him. The house C rents to A is still empty, but C wants A to have a vote next annual school meeting. Can this be done? C is a trustee.

2. Can Court of Revision go back three years to correct anything that is exempt from taxes. G has a windmill and has paid taxes for it. The Act says that it is exempt from taxes, as he grinds oats or grain, and saws wood.

3. Can land that is homesteaded be rented to another, who is M, and is not M entitled to be on the assessment roll and have a vote on school matters? A trustee here says that land that is homesteaded can not be rented and the renter have a vote on school matters.

1. We see no objection to the renting of the house and land under the circumstances stated. If A thus actually becomes the tenant of E, he will be a ratepayer of the school section, and entitled to vote at the annual school meeting.

2. The Court of Revision has no such authority.

3. We are of opinion that this land can be leased, that the lessee should be assessed as tenant thereof, that he would then be a ratepayer of the section and have a vote on school questions.

#### Application of Term "Alderman."—Powers of Chairman of Council

517—W. L.—The term "alderman" is only applied to representatives of wards in cities where they are elected by wards. The term "Councillor" applies to all members of council in all towns where the council is elected by general vote of the electors, mayor and reeve of council not included. To what extent is the term "alderman" under the existing Municipal Law of Ontario applied to members of any municipal corporation. In the absence of the mayor from the town, and the reeve or one of the council is elected to preside during a meeting, has such presiding officer the power to sign orders for the payment of accounts passed at the meeting: at which he presided or will these have to await the return of the mayor?

In all cities the representatives of the people in the council are termed "alderman" and also in towns having a population of more than 5,000. (See sub-sections 3 and 4 of section 71a of The Consolidated Municipal Act, 1903). The reeve or any member of the town council selected to fill the mayor's chair during his absence has authority to sign all orders for payments of accounts passed at the meeting over which he presided.

#### Repair of Approach to Farm—Maintenance of Indigent by Local Municipalities.

518—G. S.—1. Several years ago council cut a road ditch, thus requiring that a culvert had to be built for ingress and egress to a farm. This was built by the owner of the farm. Last year an award tile drain was laid under this culvert, and to do so the culvert had to be taken up. Who will have to rebuild the culvert, the owner of the farm or the parties to the award or the council?

2. An old lady resided in our municipality for a number of years. She removed to another municipality, where she lived with her son for about nine months. The council of this municipality sent her to jail but the council of the town of S sent her to the House of Refuge and the county council notified our council to pay for her keep or they would enter an action to compel them. Our council agreed to pay one half for her maintenance if the other municipality (the village of W) would pay the other half. This they consented to do, although not in writing. We are given to understand that W has not paid, claiming that we should pay at least three quarters the cost of maintenance.

See sub-section 9, section 102 of the Municipal Amendment Act, 1903.

Could the town of S commit her to the House of Refuge and be recouped its expenses by the county council? Has the county council the power to pay them for her keep? Can our council be compelled to pay three quarters of her maintenance.

1. The council is not responsible for the re-building of the approach. Provision should have been made in the award for the removal and replacing of the approach and the cost of so doing apportioned amongst the owners interested in or benefited by the construction of the drain.

2. If the county council has passed a by-law under the authority of sub-section 6 of section 524 of The Consolidated Municipal Act, 1903, fixing the rate to be paid by local municipalities for the maintenance of inmates of the House of Refuge, the village should, under the authority of the sub-section quoted, pay one-quarter of the maintenance of the indigent, and township three-quarter.