

In re John Inglis Co. Limited and City of Toronto (1904), 8 O.L.R. 570, was cited in support of this contention. But the language of the Consolidated Municipal Act, applicable to that case (3 Edw. VII. ch. 19, sec. 628), left no room for doubt or misapprehension. It provided, "Without the consent of the Government of . . . Canada no municipal council shall pass a by-law . . .," pointing clearly to a consent obtained in advance.

The opinion of the Board on this point was cited with approval by the learned Chief Justice.

*Motion dismissed with costs.*

KELLY, J.

JUNE 18TH, 1918.

PEPPIATT v. REEDER.

*Fraud and Misrepresentation—Sale of Goods—Damages—Ascertainment—Difference between Contract-price and Actual Value of Goods, without Regard to whether whole Price Actually Paid—Chattel Mortgage—Account—Method of Taking—"Protracted and Vexatious Litigation."*

Appeal by the defendant and cross-appeal by the plaintiff from the report of the Master in Ordinary of the 1st October, 1917.

For the history of the case, see 7 O.W.N. 753; 8 O.W.N. 84, 257, 332, 447, 517, 526; 9 O.W.N. 121, 263, 476; 10 O.W.N. 87, 263; 11 O.W.N. 100, 356.

The appeal and cross-appeal were heard in the Weekly Court, Toronto.

J. J. Gray, for the defendant.

Edward Meek, K.C., for the plaintiff.

KELLY, J., in a written judgment, said that the defendant's chief objection was based on what he contended to be an improper finding in regard to the effect of his having taken possession of and sold the mortgaged goods after default had taken place in payment of moneys due upon the mortgage. The plaintiff's main grounds of complaint were against that part of the report which allowed the defendant a set-off of \$127.66 in respect of the chattel mortgage and against the method adopted in taking the account upon the mortgage.