

opinion, bad faith if the sole purpose of a by-law is the repudiation and cancellation of a contract solemnly entered into by the municipality with a person, where that person has changed his own position and acted upon the contract so made. It is bad faith on the part of a municipal corporation if it attempts to do what no individual or trading corporation could do in reference to a contract.

This is not an interference with the very wide discretion allowed, and properly allowed, to members of a council. They need not have granted any license to the powder company or any other company, or they could have imposed very different terms, but, having granted the license, it was an unfair thing on the part of the council to attempt to cancel it and to allege misrepresentation on the part of the licensee to the council.

No doubt, the people in the immediate vicinity of the magazine had their fears aroused of danger. That does not apply, cannot apply, to many persons who signed the petition, and the opinions expressed as to danger are not of as much value as those of persons who are to a certain extent experts in storing or handling explosives. It is common knowledge that it is not difficult for any one canvassing for signers to a petition to achieve great success as to numbers. Many people are easily persuaded upon an ex parte request to sign a petition. The council should have accepted the situation and stood by the position taken in granting the license. From all that appears, I have no doubt that the applicants would and will do all in their power to secure safety and to allay fears that have unnecessarily been aroused.

The by-law must be quashed and with costs.

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MACMAHON, J.

MARCH 13TH, 1909.

TRIAL.

PITT v. WARREN.

*Contract—Sale and Delivery of Mining Stock—Evidence to Establish Contract — Statute of Frauds — Conflict of Testimony—Findings of Trial Judge.*

Action to compel the defendants to deliver to the plaintiff 100,000 shares of the stock of the Otisse-Currie Mining Com-