

FALCONBRIDGE, C.J., held, that this was not a case for an interlocutory injunction. The elevator is the property of the defendants, and they have acted bona fide in endeavouring to do what they consider to be necessary for the protection and preservation of their property. He referred to *Smith v. Peters*, L. R. 20 Eq., per Jessel, M.R., at p. 513, as to practice with regard to interlocutory injunctions, and *Finlay v. Chirney*, 20 Q. B. D. at p. 498.

Injunction dissolved. Costs in the cause unless trial Judge otherwise orders.

F. H. Keefer, Port Arthur, solicitor for plaintiff.
Blake, Lash, & Cassels, solicitors for defendants.

FALCONBRIDGE, C.J.

AUGUST 19TH, 1902.

TRIAL.

THOMPSON v. TOWNSHIP OF YARMOUTH.

Contract—Quasi-contract — Municipality—Non-repair — Indictment.

Action by plaintiff on behalf of himself and other ratepayers. The plaintiff alleges a contract or quasi-contract between himself and other ratepayers and the defendants, made on or about January 16, 1892, by which the defendant corporation agreed to maintain and repair Hughes street bridge, to be used as an egress to and exit from St. Thomas. The plaintiff seeks specific performance of the contract, and a declaration that the defendant corporation is liable to maintain and repair the approaches to Hughes street bridge, and a mandamus compelling the defendant corporation to repair and maintain same, or in the alternative the plaintiff claims the return of certain moneys which he paid to the defendants towards a fund to purchase an approach to the bridge.

J. H. Moss, for plaintiff.

J. M. Glenn, K.C., for defendants.

FALCONBRIDGE, C.J., held, that the plaintiff cannot maintain this action, because individually he has no interest in the matter except as a ratepayer of the township. An indictment is probably the appropriate remedy. Held, further, that the defendant corporation cannot lawfully enter into the contract alleged by the plaintiff, and that the representations which the plaintiff claims were made to him, and the conversations in 1891 with the then reeve and deputy reeve were not of such a character as to bind the defendant corporation. Action dismissed with costs. Thirty days' stay.

McCrimmon & Wilson, St. Thomas, solicitors for plaintiff.

W. L. Wickett, St. Thomas, solicitor for defendants.