

description entered into by fraud or mistake, and always refuse to consider suits founded on contracts *contra bonos mores*. These are the valuable remains of a supervision once general. Why, at this day, should money-lending contracts be singled out and separated from all the rest, and be brought under a peculiar procedure which will really leave their terms to the discretion of a judge? If there is any reason, and if such a system were once made law, the argument that it ought to be extended would be irresistible. The world is full of rash contracts, of improvident contracts, and of silly contracts, not merely connected with money-lending but with every branch of human activity, all of which involve, directly or indirectly, pecuniary interests. How many things are bought which prove to have a value very different from that put upon them by the purchaser! How many marriage contracts even are made in haste, to be repented of at leisure!

If the principle of the proposed English act is a good one, it will cover any species of contract just as well as those for the lending of money; and with one very slight improvement it might be made so effective as to baffle evasion completely. Provide, not that every contract shall be open to judicial inquiry into the reasonableness of its terms, but that no contract shall be valid that has not been approved as reasonable in advance by a judge. This would dispose of the question at the outset, and seems to us far preferable to judicial intervention at a subsequent stage, because at the time of the making of the contract the actual circumstances can all be brought before the judge, as they exist *in presenti*, whereas, after the lapse of time, they frequently change so much that it is very difficult to get accurate proof of what they originally were.

THE NEW CITY CHARTER.

(ARTICLE III.)

We doubt if many of the citizens of Montreal realize the far reaching importance of the new charter now before the City Council. For good or for ill, the charter, which the Council will proceed to discuss immediately after the holidays, is of such a revolutionary character, that it would be well for all citizens and especially for such organizations as the Municipal Association, to decide at once what attitude, they are going to assume with regard to it. Our citizens, without any inordinate affection for the Quebec Legislature, have for some years past felt a sense of security from the fact that legislation affecting the city, and particularly its finances, was subject to the revision of the Legislative Council. The new charter will so greatly extend the powers of the City Council that it is to be feared the taxpayers and property holders can no longer look to the Legislative Council for protection against corruption or extravagance. True, some of the best restrictions of the old charter are

retained; but we have seen lately, even with them, how little the Council is restrained.

The new charter gives the aldermen such extensive general powers, that it is doubtful if the special restriction, even if strictly enforced, would be of much avail. We believe in limited home rule for Montreal, but power must be vested in the rate-payers, and not handed over to the City Council. For instance, the City Council is given the general right to make by-laws regarding its own Constitution, it is even given the "Gerrymander" power; it may alter or modify the limits of the wards or any one or more of them, provided that any such alteration or modification shall only be made to secure more equitable representation in the Council. Who is to decide whether the alteration will secure more equitable representation or not? The Council, of course! The Council is also authorized to annex new wards by agreement with outside municipalities. To place in the hands of the Montreal City Council such complete control of its own Constitution and elections, and at the same time to give it enormous powers of taxation besides general powers (subject to special restrictions) of legislating with regard to the city's borrowing power, argues remarkable confidence in the integrity and capacity of future aldermen. The Commissioners had the good idea to furnish one check upon the Council by giving the Mayor a veto power, and they have given him what they call a qualified veto, which is practically no veto at all but rather a delusion and a snare. The clause reads as follows:—"Every by-law, resolution, obligation or contract, approved by the City Council, appropriating or involving the expenditure of money, shall be presented by the City Clerk to the Mayor for his approval and signature within forty-eight hours after the action of the Council. If he does not approve thereof, he shall return the same with his objections in writing to the City Clerk who shall submit them for re-consideration at the next meeting of the Council, as a matter of urgency and privilege. If a majority of the members of the Council re-affirm said by-law, resolution, obligation or contract, the Mayor shall be bound to sign and approve the same, and if he shall refuse to do so, such by-law, resolution, obligation or contract, shall, notwithstanding, be legal and valid as if signed by him; subject nevertheless to any special provisions of this charter by which a specified majority of the Council is required, for the approval of any by-law, resolution, obligation or contract, or where the approval of the Mayor is specially required.

This means that the Council will give the Mayor forty-eight hours to sign any by-law he does not like, and then give him another chance. If he signs it this time, the by-law becomes legal and valid, and if he does not sign it, it becomes just, as legal and valid. Practically, the Mayor's veto will only prevent a by-law becoming law for forty-eight hours.

The existing law is an improvement upon this.

The Board of Trade, Municipal Association, and