

above referred to. What is your opinion on the above points ?

Yours truly,

A BARRISTER.

Kingston, May 17, 1867.

[See editorial remarks on page 66.—Eds. L. C. G.]

REVIEWS.

THE MUNICIPAL MANUAL FOR UPPER CANADA.
By Robert A. Harrison, D.C.L., Barrister-at-Law. Second edition. Toronto: W. C. Chewett & Co. \$4 00.

(From the *Leader*, May 11, 1867.)

We acknowledge with pleasure the receipt of the above, containing as the title inform us, "The new Municipal and assessment act, with notes of all decided cases, some additional statutes and a full index."

As compared with the learned editor's first manual, the present is much more complete and valuable, in the first place from the more consolidated form in which the legislation affecting municipal matters, has been put under the new act; in the next place from the number of doubts as to construction and interpretation which have been removed by the court, and which have been carefully collected and noted; and again from the increased experience of the editor and the greater thought and research displayed, and lastly owing to the improved appearance and "get up," so to speak of the volume before us.

The subject of contested elections is treated in an exhaustive manner and the experience of the editor, being constantly retained in cases of contested elections, renders his notes and collection of cases on this subject all the more useful.

Our readers can perhaps better judge of the value of the work by a few extracts taken at random; for example—section 73 as amended by chapter 52 of the same section, regulates the subject of disqualification of candidates for municipal honors, enacting amongst other things that no person interested in a contract with a corporation shall be qualified as a member of such corporation. In one of the notes to this section, he says:—

"The object of this part of the section, like that of sec. 28 of the English Mun. Cor. Act of 5 & 6 Wm. IV. cap. 76, is clearly to prevent all dealings on the part of the Council with any of its members in their private capacity, or, in other words, to prevent a member of the Council, who stands in the situation of a trustee for the public, from taking any share or benefit out of the trust fund, or in any contract in the making of which he, as one of the Council, ought to exercise a superintendence. (Rawlinson's Mun. Man. 58.) The evil contemplated being evident, and the words used general, they will be construed to extend to

all cases which come within the mischief intended to be guarded against, and which can fairly be brought within the words, *Id.* The words of our enactment are that "no person having by himself or his partner an interest in any contract with or on behalf of the corporation shall be qualified, &c.;" and the words in the English Act are that "no person shall be qualified, &c., who shall directly or indirectly, by himself or his partner, any share or interest in any contract or employment with, by, on or behalf of such Council, &c." The difference deserves to be noticed. Under an old act, of which the section here annotated is a re-enactment, it was held that a person who had executed a mortgage to the corporation containing covenants for the payment of money, was disqualified. *The Queen ex rel. Lutz v. Williamson*, 1 U. C. Prac. Rep. 91. Where defendant, before the election, had tendered for some painting and glazing required for the city hospital, and his tender having been accepted, he had done a portion of the work, for which he had not been paid, but afterwards refused to execute a written contract prepared by the City Solicitor, and informed the Mayor of the city that he did not intend to go on with the work, he was notwithstanding held to be disqualified. *The Queen ex rel. Moore v. Miller*, 11 U. C. Q. B. 465. So where the person elected had tendered for the supply of wood and coal to the corporation. *The Queen ex rel. Rollo v. Beard*, 1 U. C. L. J., N. S. 123. In such a case it is immaterial whether there is or is not a contract binding on the corporation, *Id.* So where it was shown that the candidate elected was at the time of the election surety for the Treasurer of the Town and acting as the Solicitor of the Corporation, he was held to be disqualified. *The Queen ex rel. Coleman v. O'Hare*, 2 U. C. Prac. Rep. 18. So a surety in any sense to the Corporation. *The Queen ex rel. McLean v. Wilson*, 1 U. C. L. J., N. S., 71. Whether the contract be in the name of the party himself or another, is immaterial, at all events in equity. *Collins v. Swindle*, 6 Grant, 282; see also *City of Toronto v. Bowes*, 4 Grant, 489, S. C. 6 Grant 1. But an agent of an insurance company paid by salary or commission, who both before and since the election, had, on behalf of his company, effected insurances on several public buildings the property of the corporation, and who at the time of the election had rented two tenements of his own to the Board of School Trustees, for Common School purposes, was held not to be disqualified. *The Queen ex rel. Bugg v. Smith*, 1 U. C. L. J., N. S., 129.

"*Quære*, is insolvency a ground of disqualification for election? It is not made so in express terms, but as hereafter declared a forfeiture of office. See sec. 121; see also *The Queen v. Chitty*, 5 A. & E. 609."

To make this note more complete we find in the "additions and corrections" at the end of the volume, reference to late cases of *Reg. ex rel. Piddington v. Riddell* and *Reg. ex rel.*