experts reported favourably upon it; but the council afterwards passed a resolution that all negotiations in reference to the purchase be dropped, and that the company be notified to remove the engine from the town hall. An action was brought against the municipal corporation for the contract price of the engine and hose, on the trial of which the presiding judge found as a fact that the engine had answered the test and fulfilled the requirements of the contract, but held that the contract could not be enforced for want of a by-law. This judgment was affirmed by the Divisional Court (20 O.R. 411) and by the Court of Appeal (19 A.R. 47).

Held, affirming the decision of the Court of Appeal, GWYNNE, J., dissenting, that the engine not having been accepted by the corporation the contract was not executed; that s. 282 of the Municipal Act requires all powers of the corporation to be exercised by by-law, unless otherwise expressly authorized or provided; that the authority to purchase fire apparatus is expressly given to municipal corporations by the Act, and is a power to be exercised by by-law under said section, and the contract being executory the want of a by-law was a bar to the action. *Bernardin* v. *North Dufferin* (19 S.C.R. 581) distinguished.

Held, per GWYNNE, J.: That the powers to be exercised by by-law are only legislative powers, and a contract such as that in question in this case could be enforced without a by-law.

Appeal dismissed with costs.

Wilkes, Q.C., for appellants.

A. M. Clarke for respondents.

DRAPER *v.* RADENHURST.

Title to land—Purchase at tax sale—Cloud upon title—Agreement for quit-claim deed—Payment for deed—Right to monies paid.

J. R. died, leaving all his estate to his widow, and, in the event of her death without having made a disposition thereof, to his surviving children. The estate having become involved, an absolute deed of all the real estate was executed in favour of one of the testator's children by the widow and other children, the grantee undertaking to pay off the liabilities and improve the estate, and on being repaid all amounts advanced for that purpose she was to reconvey the lands to all the heirs in equal proportions. The grantee managed the estate for several years, but was finally obliged to surrender it to trustees for the benefit of creditors, it then owing her some $18,000.

A portion of the estate conveyed by the said deed was sold for taxes, and the purchaser wished to obtain quit-claim deeds from the heirs of J. R., the original testator, to perfect his title, and also to obtain title to one hundred acres of timber land belonging to the estate of J. R. which was not included in the assignment for the benefit of creditors. Similar quit-claim deeds had previously been given for portions of the lands, and the monies paid for the same were distributed in equal proportions among the surviving children and grandchildren of the testator, and in this case the deeds were prepared and executed by the heirs in favour of the purchaser at the tax sale. Before the money agreed to