corporation might enter upon a strip of land having a width of eight feet on each side of the centre line of the sewer, for the purpose of altering, repairing, etc., the sewer; also, that owners of land through which the sewer was to be constructed might fill up the land over the sewer, or within eight feet on each side of the centre line, and might build thereon provided they did not injure or endanger the sewer, but that no person might put up, repair, alter, or maintain any building thereon without submitting plans to the city engineer and obtaining his approval in writing; also, that the construction of the sewer should not be commenced unless and until the "aforesaid easement" should have been acquired by and vested in the corporation by conveyance from the owners, at a price to be agreed upon, or, in case of disagreement, to be determined by arbitration; and also provided for a penalty and for removal of buildings in case of a breach of the by-law.

Held, that however liberally the court ought to construe a statute in favor of the public right of eminent domain, yet where there is such a complete interference with the right of property as under this by-law, there must be express words authorizing that interference, and the statute of apparent authorization must be strictly construed; and

Held, that such interference was not authorized by s. 479, s-s. 15, of the Municipal Act, R.S.O., c. 184; the word "using" employed therein meaning "holding" or "occupying," when read with the rest of the section.

The sewer in question was part of a system, but the upper end, and not an outlet for any part already constructed.

Held, that, no money having been spent under the by-law, it had not been so acted upon as to prevent its being quashed.

The applicants for an order quashing the by-law before moving had appeared on a notice to name an arbitrator before a judge, who raised the objection to the by-law above referred to, whereupon the applicants gave notice of abandonment.

Held, that the applicants were not estopped, but that they should have no costs.

James Pearson for the applicants.

Biggar, Q.C., for the corporation.

GALT, C.J.] [Sept. 17.

IN RE CRIBBIN AND THE CITY OF TORONTO.

Municipal corporations—By-law prohibiting Sunday preaching in parks—Validity of—R.S.O., c. 184, s. 504, s-s. 10—Violation of constitutional right—Unreasonableness—Uncertainty—"Sabbath-day."

It is provided by R.S.O., c. 184, s. 504, s-s. 10, that the council of every city and town may pass by-laws for the management of the farm, park, garden, etc.

Held, that the municipal council of a city had power under this enactment to pass a by-law providing that no person shall on the Sabbath-day in any public park, square, garden, etc., in the city, publicly preach, lecture, or declaim.

Held, also, that the by-law violated no constitutional right, and was not unreasonable.

Bailey v. *Williamson*, L.R. 8 Q.B. 118, followed.

Held, also, that the by-law was not bad for uncertainty as to the day of the week intended by reason of the use of the term "Sabbath-day."

C. B. Gordon for the applicant.

H. M. Mowat for the corporation.

Chancery Division.

BOYD, C.] [Sept. 5.

LASBY ET AL. *v.* CREWSON ET AL.

Will—Devise—Tenant for life—Tenants in common—Improvements—How made—Allowance for.

A husband devised his farm to his wife for life with remainder to his children in certain proportions. During the life of the widow, one of the sons, under an agreement with her, worked the farm, supplying her and her unmarried daughter with a home. The farm house becoming uninhabitable, he built a new one, paying for it himself, with the exception of a small sum received from his mother. On her death he claimed to be allowed by his co-devisees for the house as an improvement by a joint tenant.

Held, on an appeal from a master, that if improvements are made before the tenancy in common begins in part, *e.g.*, during a prior life tenancy, the equitable doctrines attaching to improvements made during tenancies in com-