

ordered to be returned at once, but the other conclusions of the petition were rejected.

Defendant, the Royal Electric Company, then by an answer or defence to the declaration and petition for said writ of injunction, contested the right to said writ, and it is upon the issue upon the contestation of said writ of injunction, not upon the merits of the action to annul the resolution and contract and order the demolition of works done under it, that the case is before this court.

As has been said, the plaintiff embodies in or rather annexes to his petition for the injunction his declaration in the principal action, and relies upon its allegations as forming part of his petition.

This declaration recites in detail the proceedings of the council as above set forth, and claims that the resolution of the 15th October granting the contract to the Royal Company was and is null, for the following reasons:

10. Because it was carried at an irregularly called meeting.

20. Because it was passed without any motion having been adopted for the reconsideration of the resolution of the 7th accepting the tender of the Edison Company for the same work, and after the council had reaffirmed said resolution of the 7th.

30. Because one of the councillors, Louis Champagne, who voted for the resolution attacked, was interested in the question, fearing to lose his employment with the St. Lawrence Sugar Refining Company unless he voted for said resolution—such fear on his part being induced by parties interested with and for said Royal Electric Company.

40. Because on said date there was a legal and valid contract in force between said corporation and the Edison Company for the only work authorized or sanctioned by the council for the lighting of the said town.

50. Because the time had expired for receiving tenders.

The contract is claimed to be null by reason of the nullity of the resolution upon which it was based.

The declaration then goes on to allege that the Royal Company is proceeding with the work, that the Edison system is the best, that the tender of the Edison Company was legal and regular, and legally and regularly affirmed by the council; that the mayor illegally refused to sign the contract with the Edison Company; that the said refusal of the mayor, the pretended ac-