

owned respectively by the applicant and D. In October 1882, D., who was then, and had been for the three previous years, a member of the township council, petitioned the council to pass a by-law closing up this portion of the road, and procured E. and M., two of the Council, to pledge themselves to support the by-law, in the belief that it was for the public benefit—D. agreeing to expend \$100 on the side line, and on which it was voted to have the bulk of the statute labor performed, but on their discovering that it was against the public interest, they asked D., to relieve them from their pledge, which he refused to do. He, however, pretended that he was not anxious for the by-law, and petitioned the council that his land might be injuriously affected thereby, and asked to be heard by counsel; but as he wished, as he said, "to be let down easy," he arranged that E. should support the by-law, which D. said would be defeated. E. accordingly voted for it, as also did M., and another councillor, D. being absent, and the reeve not voting, and in consequence the by-law was carried. D.'s counsel who was also counsel for the township, attended the council meeting and spoke in favour of the by-law. It appeared that D. had guaranteed the council against all expenses in the matter. It also appeared that the applicant had some buildings on his lot adjoining the road, which were used by farmers and others, the approach to which would be cut off by the closing of the road.

Held, under the circumstances, the by-law must be quashed with costs.

Quere, whether there is any power to close up a road of this kind running through more than one muni-

pality. *Hewison v. Corporation of Pembroke*, 170.

2. *Ways—Roads between townships—Authority of county to purchase from road company—By-law authorizing purchase—Omission of seal and signatures—Power of county to divest itself of road—Liability to repair.*—A road ran between several townships in the defendant's county, and was constructed by a joint stock company. In 1866, the defendants purchased the right of the road company in the road at a sheriff's sale under an execution against the company, and received a deed from the sheriff. A by-law had been passed authorizing the purchase, but through inadvertence was not signed or sealed, but the purchase was recognized in subsequent by-laws, and the defendants took possession of and exercised exclusive jurisdiction over the road, expended some \$2,500 in its repair, and continued to deal with it as their own property until 8th June, 1881, when they passed a by-law divesting themselves of the road, after which the defendants ceased to exercise any control over it.

Held, that the defendants were not liable for the non-repair of the road.

Per GALT, J.—The defendants never had any authority over the road under the provisions of the Municipal Act; but they acquired the road, and became responsible therefor under their purchase from the road company, which must be deemed valid, the defendants, under the circumstances, being estopped from denying the validity of the by-law authorizing such purchase. They, however, as they had a right to do, had put an end to their liability by the by-law passed divesting themselves of the road.