

DRAKE, J.]

[June 26.

COCHRANE v. JONES.

*Small Debts Court—Commitment—Prohibition.*

This was a motion to make absolute a rule nisi to prohibit the magistrate sitting in the Small Debts Court from committing defendant for refusal to answer certain questions.

*Held*, that prohibition can only be granted for excess of jurisdiction, and that the magistrate was quite within his powers in committing for general unsatisfactory answers given by defendant.

*Gregory*, for plaintiff.

*Helmcken*, Q.C., for defendant.

DAVIE, C. J.]

[July 25.

ATTORNEY-GENERAL OF CANADA v. VICTORIA.

*Injunction—Bridge over navigable waters.*

This was an application for an injunction to restrain the City Council from building a bridge over navigable waters.

*Held*, 1. That it was not necessary to show that the Attorney-General had taken this action with the approval of the Governor-in-Council.

2. That it was necessary to obtain the permission of the Dominion Government for the construction of the bridge.

*Bodwell*, for plaintiff.

*Taylor and Mason*, for defendant.

MCCREIGHT, J., BOLE, LOC. J.]

[August 16.

PAISLEY v. CORPORATION OF CHILLIWACK.

*Municipal contract—Seal.*

This was an appeal by the plaintiff from the judgment of Judge Spinks. The case was tried at the County Court holden at Chilliwack, and the plaintiff was non-suited. One, Ennis, had done some work for the respondents under an alleged contract, which was not under seal, and had given the appellant an order on the respondents for payment of the monies alleged to be due to him from the municipality. Subsequently, however, the municipality paid the money to another person. Paisley then brought the action.

*Held*, that the contract must be under seal, and that the language of sec. 82 in the Municipality Act of 1892, is imperative, not directory. See *Ashbury R. W., &c., Co. v. Riche*, L.R., 7 H.L. 653.

*Reid*, for appellant.

*Henderson*, for respondents.