

The plaintiff company is a foreign corporation, and it is contended is subject to the provisions of ch. 127 of Revised Statutes and amendments in respect to registration, etc., and therefore cannot recover in this action. It is admitted this corporation has not registered. I think the Act does not apply, and the defence will not avail: *American Hotel Supply Co. v. Fairbanks*, 41 N. S. R. 444.

The principal defence to this action arises under two sections of the city charter, 305 and 330.

Section 305 (2): "No committee or board, nor any member of either, shall make any expenditure for such civic year in excess of the amount to the credit of such committee or board, or such appropriation respectively"—(4) "And such contract shall not be binding on the city."

Section 330 (2): "If any debt is incurred or any money is expended by the council, or under its authority, beyond the amount provided by law, such debt or expenditure shall not be recovered from the city, but the members of the council voting for the resolution for the incurring of such debt, or for the making of such expenditure, shall be jointly and severally liable therefor."

Section 305, I think applies to the expenditure of the ordinary annual revenues of the city, and 330 to the expenditure of monies borrowed for specified purposes, and the contract would not be authorized or "*intra vires*" the defendant corporation if at the time it was entered into funds to meet the obligation had not then been in the words of the section last quoted "provided by law."

Much evidence was given to show that there was at the date of the contract to the credit of the "water service" (to which service or department this contract relates) a sum sufficient or largely so, to meet the expenditure contracted for, apart from money borrowed specially for the purpose. It is necessary here to state that two contracts for the purchase of water meters were entered into at the same time, involving an expenditure of \$31,855.50, the one sued on in this action calling for \$18,335 of that sum. It would be necessary, therefore, to show a sum to the credit of this service equal to the larger amount. I do not deal with this evidence, as I do not think it established the fact of this amount being in hand; besides it was practically admitted that this evidence does not prove that this sum was in hand from sources other than the loan hereinafter mentioned at the time the contracts were entered into. The plaintiff,