SILSBY V. THE CORPORATION OF THE VILLAGE OF DUNNVILLE.

Municipal Corporation—Contract not under seal—Liability of, for acceptance of fire engine by resolution of Council not under seal.

The defendants having invited tenders for the supply of a steam fire engine accepted the plaintiff's tender, whereupon an engine was forwarded for acceptance subject to test. A by-law passed by the council to raise the necessary amount to pay for it was submitted to the ratepayers and carried, but being informal, was repealed, and another by-law was submitted to them and rejected. Before the second by-law was voted upon, the engine arrived and was tested on behalf of the defendants, placed in their engine house, subject however to customs duty, and accepted by resolution of the council in writing not under seal.

Held that the plaintiff could not recover because: (1) It was not a common, ordinary, or insignificant matter for which it was not worth while to contract under seal. (2) Because there had been no acceptance under seal. (3) Because there was no satisfactory evidence of acceptance in any manner. (4) Because the ratepayers for whose benefit the intended contract was made had repudiated it, and a verdict was entered for the defendants.

Mackelcan, Q.C., for the plaintiff.

A. Bruce (Hamilton), for the defendants.

STEVENSON V. CITY OF KINGSTON.

Salaried attorney—Right of to recover costs from opposite party.

The defendants paid their solicitor a fixed salary to cover all his professional services to the city, exclusive of counsel fees and other disbursements paid by him; the solicitor to have the right to costs from parties against whom the corporation should succeed, and to be entitled to disbursements only when he should fail.

The defendants entered judgments against the plaintiff and the usual costs were taxed. A rule was taken out on behalf of the plaintiff to refer back the bill with a direction to the deputy clerk to disallow all costs but disbursements.

Held (WILSON, C.J., dissenting), that inasmuch as costs were awarded to the defendants who, under their agreement, were not liable for these specific costs to their attorney, disbursements only should be taxed; following *Jarvis* v. *G. W. R. Co.*, 8 C.P. 280.

Holman, for the plaintiff.

Riordan, for the defendants.

DANCY V. BURNS.

Shipping—Stranding to save crew—General average.

Where a vessel was driven on a lee shore, and becoming disabled so that she could not work off, and after the anchors had been let go and had dragged until the vessel began to pound on the bottom, the master, with the view not of saving the cargo, but of enabling the crew to escape, headed her round to the shore, and in consequence of the stranding the cargo was saved.

Held, that the cargo was not liable to general average.

Falconbridge, for the plaintiff.

Ferguson, Q. C., for the defendant.

ONTARIO CO-OPERATIVE STONE CUTTERS' ASSOCIATION V. CHARLES ET AL.

Co-operative association—Power to incur credit—Necessity for agreement under seal.

Held, that sec. 15 of R. S. O., ch. 158, which requires the business there referred to to be a cash business, while appropriate to the case of buying and selling goods and other property, does not apply to an association formed for the purpose of carrying on a "labor" or a "trade," which can enter into contracts necessary for and incidental to such trade or labor.

To a declaration alleging that the plaintiff entered into an agreement with the defendants to perform certain stone work which they partly performed, and averring as a breach that the defendants had prevented them from carrying on and completing the work, whereby, etc., the defendants pleaded that the agreement was not under seal.

Held, that the plaintiff being a trading corporation enough was not shown to make the absence of a seal fatal to the validity of the agreement.

Falconbridge, for the plaintiffs.

J. E. Rose, for the defendants.

SMALL V. RIDDLE ET AL.

Action for benefit of joint endorser—Partnership—Contribution—R. S. O. ch. 116, secs. 2, 3, 4.

A promissory note made by the president and