

and the fixing of a rate. (The dates are a little confused, but the facts are apparent).

The city wrote Barnes, notifying him that unless a proper agreement, approved of by the city solicitor, were executed forthwith, the defendants would be obliged to cut off the connection. Subsequently he was notified that the council had adopted a report of the committee that the connection should be cut off, and shortly thereafter the connection was cut off.

The plaintiff Cowell applied for water in August, and was notified that she might have it upon signing the same objectionable agreement asked of Barnes. The plaintiff Somerville applied for water in September, and was met with the same answer. Neither signed and neither got water accordingly.

This action is by the township of Barton, Barnes, Somerville, and Cowell, against the city of Hamilton. The statement of claim sets out the legislation respecting waterworks in Hamilton, the agreement of March, 1903, and that "the terms and conditions of said agreement of 6th March, 1903, were ratified and confirmed by a proclamation issued by the Lieutenant-Governor of the province of Ontario in council, bearing date the 13th day of March, 1903," the action of the water committee in requiring certain agreements, etc., the fact that Cowell and Somerville did not sign, that the city placed an arbitrary value on the property, that Barnes was a resident of Barton between Main and King streets, and the action of the committee and council as to his application for water and sewer connection. The statement of claim then sets out the agreements of 1902, that Barnes paid his \$100, that he, "acting under his rights under the said agreement, put down a sewer from his property, and had the same connected with said sewer on Sherman avenue, and on the 11th day of May, 1908," notified the city; that the city on 20th May, 1908, filled up the connection; and he claims, in the alternative, that he had the right to connect the sewer under the agreement and proclamation of 1903. Cowell, "on behalf of herself and all other residents of the township of Barton, along the lines and pipes of the defendants' waterworks in the township of Barton, alleges that she is a resident of the township of Barton. . . . and is entitled to water under the agreement" of 6th March, 1903.