

governed by private Acts—37 Vict. ch. 79, 57 Vict. ch. 87, 61 Vict. ch. 58. By sec. 39 of the first-named Act, provision is made for the election of commissioners at the same time and in the same manner as the mayor and reeve; “and all the provisions and remedies by the Municipal Act at any time in force with respect to councillors shall apply, in all particulars not inconsistent with this Act, to the said commissioners, as to election, unseating, filling vacancies, grounds of disqualification, and otherwise.”

By section 24 of the last-named Act, a commissioner who has been elected “may resign his office and shall cease to hold office for the same cause as by municipal law the seat of a member of the city council becomes vacant; and, in the case of a vacancy in the office of water commissioner, during the term of his office, the vacancy shall be filled in the same manner as provided by the Act in force respecting municipal institutions at the time of such vacancy, as to vacancies in the council of a city;” but, if the vacancy occurs by death or removal within six months from the expiration of the term of office, the council may appoint a successor.

The election of the respondent was attacked on two grounds: first, by reason of the fact that he had a contract with the Public School Board of the town for the erection of a school-house; secondly, because, at the time of his nomination, he owed taxes to the municipality, and untruly made a declaration that there were no arrears of taxes against the lands in respect of which he qualified.

There is no doubt as to the facts. The contract existed; the taxes were in arrear; and a declaration was made as stated.

The Municipal Act does not lay down any general principle governing disqualification; and the case must be determined upon the letter of the law. Section 80 of the Municipal Act disqualifies any person having “an interest in any contract with or on behalf of the corporation, or having a contract for the supply of goods or materials to a controller for work for which the corporation pays or is liable directly or indirectly to pay.” before the County Court Judge did not ask for this relief. I think the school board must be taken to contract on behalf of the corporation, within the meaning of the section. The words “for which the corporation pays or is liable directly or indirectly to pay” are not grammatically connected with the words which here apply, as they relate only to work done for contractors; but they indicate the meaning of the statute, and that a wide meaning should be attached to the words “a contract with or