

thinking that I was then working for the corporation of East Whitby. The cases ended in recovery, and all debts were paid by the council—*except the doctor*. Now comes the “tug of war.” The doctor’s bill came before the council (most of the members of which I am personally acquainted with, and this I am bound to say, *individually* they are a very decent lot of fellows, but *collectively* they are as mean as a man without a soul or without a heart). The affair was discussed, and they decided that, although the case was one of an extreme nature, as they never yet consented to pay a bill presented by a doctor they were determined not to establish a precedent. The affair was laid over for consideration, and at a subsequent meeting they voted the magnanimous sum of fifteen dollars towards payment for *drugs*, which was handed me for my work in these long, tedious cases. I protested, and finally decided to sue in the Division Court, which I did on December 4th, 1894. Every feature of the case was gone into, and it is the judgment and rulings of the case that I desire to emphasize. The judge reserved judgment in the case in order to deliver it in writing :

(1) He rules that if my claim is maintainable at all, it can only be from the time of the reeve’s first visit, notwithstanding that he paid other debts from the beginning of the outbreak.

(2) After reviewing the evidence as to what had passed between me and the reeve, the judgment says : “ But putting the matter in the most favorable light for the plaintiff, I cannot find that the reeve had any authority to bind the council at all.”

(3) “ It was argued that because the defendants paid for the nurse that, therefore, they should pay the doctor. This does not follow.”

(4) “ It is also suggested that the defendants acknowledged their liability by paying \$15.00 on account. . . . No effect, therefore, can be given to this contention.”

(5) “ I dismiss the action ; I give no costs to either party.”

In the judgment delivered I read as follows : “ Without minutely going over the authorities cited, the following propositions of law as to the liabilities of municipal corporations may be deduced therefrom :

“(1) All such contracts must be by by-law under seal.

“(2) Where there is no by-law, and work has been done for the corporation, it is liable if they have received the benefit of such work.

“(3) They are liable for a breach of statutory duty.”

With respect to these points the judgment says in my case : “ There is no *pretence* that the defendants are liable under the first head.” As to the second, it is stated that the only possible claim could be in the fact that the restoration to health saved the corporation one or more pauper funerals, and my claims are waived under this heading. My claims under the