

tures, and the dates on which the interest should be payable in each year, but as passed declared that the "said debenture shall be payable on the 8th day of August, A.D. 1918 (being twenty years at furthest from the date on which this by-law takes effect)" and that the "interest thereon shall be payable half-yearly on the 8th days of February and August in each year."

Held, that the by-law on the face of it was legal, and that unless it be illegal on its face, it is discretionary with the Court to say whether there is such manifest illegality, that it would be unjust that it should stand or that it had been fraudulently or improperly obtained.

The preamble of the by-law as published recited the necessity for raising two certain named sums for interest and payment of the debt and separately provided for the raising of one sum, including both mentioned in the recital.

Held, 1. That the recital and the enacting clause together make it quite clear what was to be done, and the including both sums in one in the enacting clause was no objection to the by-law.

2. That the by-law which recited "whereas it is necessary and expedient to raise the said sum of \$10,000.00 to pay expenses for opening up a street between M. street and H. street, through the property known as the A. property and other properties so as to continue and extend A. street in a southerly direction between M. street and H. street"; and there was nothing to show that any by-law had been passed expropriating any particular parcel of land giving the dimensions thereof for the purpose of extending A. street, the simple fact being that the by-law in question provided for the issue of debentures for \$10,000.00 without any authority to apply or expend the same, the by-law was invalid.

Du Vernet and W. D. Card, for the motion. *Armour, Q.C. and J. B. Irwin*, contra.

Meredith, C. J., MacMahon, J.]

[Feb. 21

WRIGHT v. MCCABE.

Parent and child—Evidence to vary written agreement—For support and maintenance of children—Previous conversations.

Plaintiff on the death of a daughter executed an agreement with the daughter's husband promising to rear, maintain and educate his two children, and to make no demand on him to aid in their support in consideration of his renouncing all his rights as a father and returning her some chattels belonging to the daughter. In an action for six years' support of the children, in which she sought to show that she was induced to sign the agreement by his promise to pay for the support of the children.

Held, that evidence of conversations previous to the execution of the agreement to show that promise and understanding was inadmissible. Judgment of BOYD, C. affirmed.

Clute, Q.C., for the appeal. *E. G. Porter*, contra.