At the trial judgment was given in the plaintiff's favour for the relief indicated.

The municipal council have considered the question of appealing from the judgment, and have determined to accept the decision. There is no suggestion that the decision of the council was arrived at from any other than proper motives. The resolution to acquiesce in the decision of the Court was moved by a member of the council, who is an open and strong supporter of local option, and was passed without any opposition.

No authority was cited which would authorize the making of the order now sought. *Mace* v. *Frontenac*, 42 U. C. R. 70, manifestly falls very far short of what is now desired.

Upon principle, I think the motion fails. Under our municipal system the municipality is represented by the municipal council. Municipal action or inaction must be determined by its voice alone; and where a municipality has by its municipal council determined upon the course to be taken in connection with a particular piece of litigation, that determination binds all the ratepayers.

There is nothing unique or peculiar in this particular action to take it out of the general rule. The council, elected by a majority of the electors, has determined against an appeal. It is not open to an individual ratepayer or to a group of ratepayers, even if they constitute a majority, to overrule the decision of the constituted authority. The whole idea is repugnant to the established system of municipal government. If I allowed intervention here, why might I not allow a ratepayer to intervene in a damage action where he thought the verdict against the municipality was unjust—if the council determined not to appeal?

The motion fails, and must be dismissed with costs.

HON. MR. JUSTICE RIDDELL. OCTOBER 26TH, 1912.

McLARTY v. TODD.

4 O. W. N. 172.

Bankruptcy and Insolvency — Assignment for Benefit of Creditors — Preferential Claims on Estate for Wages—Extent of—10 Edw. VII. c. 72, s. 3.

RIDDELL, J., *held*, that a preferential claim for wages under 10 Edw. VII. c. 72, s. 2, was not confined to the balance due upon the last three months of employment but extended to any balance due so long as the same did not exceed three months' wages during the employment.