

tiff. The plaintiff claimed the cancellation of a certain agreement and the recovery of a sum of money and the delivering up of certain things. The defence was a denial of the alleged evidence.

Held, the common law has no jurisdiction to declare documents void. This was a matter which before 1873 was within the exclusive jurisdiction of the Court of Chancery and constituted under s. 103 of the Judicature Act must be tried without a jury unless otherwise ordered. Sec. 103 applies and the case should not be tried by jury.

Proudfoot, K.C., for plaintiff. *R. C. H. Cassels*, for defendant.

Province of Nova Scotia.

SUPREME COURT.

Laurence, J.]

[March 15.

NEPTUNE METER CO. v. CITY OF HALIFAX.

Municipal corporation — Contract — Construction of Act authorising.

Under Acts of 1907, c. 71, the defendant corporation was authorized to borrow money, including the sum of \$135,000 "for the further extension and improvement of the water system." On July 22, following the city council passed a resolution to borrow the sum of \$50,000 for the installation of water meters, under which a contract was made with plaintiff company for the purchase and delivery of meters. Some exception was taken by the brokers through whom the loan was negotiated to the wording of the Act and the money was only paid over by them upon an undertaking on the part of the city to procure confirmatory legislation, which was subsequently obtained. Before the date of the contract a large portion of the loan authorized under the Act had been received by the city, but the confirmatory legislation was not obtained until some time after. By s. 305 of the city charter it is provided that "no committee or board . . . shall make any expenditure for such civic year in excess of the amount to the credit of such committee or board," and by s. 330 it is provided that "if any debt is incurred or any money expended by the council or under its authority beyond