

*Held*, that it did not sufficiently appear that the notice served on Stanley had put an end to any rights of his under the agreement, as the vendors had allowed him to continue the expenditure of money in making improvements after the expiration of the time for payment, and could not then cancel the agreement without giving some further time, and it became unnecessary to consider whether the clause placing the vendor and vendee in the position of mortgagee and mortgagor does not prevent the former from putting an end to the agreement of sale by giving such a notice as had been served on Stanley. The agreement was still subsisting when the plaintiff did his work, when he registered his claim to a lien, when he brought his action and up to the time of the trial, and he was, therefore, entitled to the lien on Stanley's interest as claimed by the amended statement of claim. *Fleck v. Jeffrey*, 10 M.R. 514, followed.

The plaintiff having originally sought to charge the interest of D. and M. and they, after the amendment, having disputed the plaintiff's right to any relief, no costs were allowed as between them.

Order for judgment in the usual terms with costs against Stanley.

*Taylor*, for plaintiff.

*Haggart*, K.C., for defendants, D. & M.

Richards, J.]

[July 22.

RE LOCAL OPTION BY-LAW OF WHITEWATER.

*By-law—Necessity of seal of corporation and signature.*

Application by a resident of that part of the present municipality of Whitewater which was included in the former municipality of that name to quash an alleged by-law of such former municipality forbidding the receiving of any money for a license to sell intoxicating liquors. The document purporting to be a by-law for that purpose did not bear the seal of the corporation, and the document purporting to be a by-law to submit the first mentioned by-law to the vote of the ratepayers had neither the seal of the corporation nor the signature of the reeve or person presiding at the meeting at which it was passed.

*Held*, that the by-law moved against was void and inoperative from the beginning by virtue of s. 336 of "The Municipal Act," R.S.M., c. 100, and that an order should be made to quash it so that the municipal council might know definitely how the matter stood.

Portions of the territory of the municipality as it stood at the date of the passing of the by-law in question were afterwards detached from it in forming new municipalities, which were not notified of the application.

*Held*, that the order to quash should be limited in its application to the present municipality of Whitewater, which had been duly served with notice of the application.

*Perduc*, for applicant.