

water has been supplied under this arrangement, and the water supplied was paid for by the municipality until further payment was stopped by the bringing of this action. Partly as the result of this action being brought, the dairy company requested the city to give the necessary notice discontinuing the arrangement, and, this notice having been given, nothing is now involved save the payment in question and the payment for one or two subsequent months.

The plaintiff's action is really based upon three contentions: first, it is said that the municipality had no power to make any such arrangement as that made; secondly, that the contract is not an executed contract so as to bring the case within the authority of *Lawford v. Billericay District Council*, [1903] 1 K.B. 772; and lastly, that there is no provision in the municipal estimates for payment of the amount.

After giving the matter the best consideration I can, and after paying much attention to the very careful argument made by Mr. Beament, I think the plaintiff's action entirely fails. The tendency of decision and legislation is more and more against any interference by the Courts with municipal government; and, apart from any express statutory provision, it appears to me to be plain that the municipality has, under its general control of municipal affairs, powers to buy and distribute water where this is necessary for the health and well-being of the inhabitants; the emergency arising from what was practically equivalent to a break-down of the system of water distribution undertaken by the municipality.

But, when reference is had to the statutes, it appears to me that the authority is plain. Originally the waterworks system of the city was under the control of commissioners appointed under the special Act 35 Vict. ch. 80. These commissioners had the duty of deciding upon all matters relative to supplying the city of Ottawa with a sufficient quantity of pure and wholesome water for the use of its inhabitants. By later legislation, 42 Vict. ch. 78, the corporation of the city, through its council, is given all the powers of the water commissioners. I therefore think that the council had ample authority to make the arrangement with the dairy company.

Then, again, I think it is plain that this contract is one which was beneficial to the municipality; and the rule laid down in *Lawford v. Billericay District Council*, *supra*, has been so enlarged as to be applicable to all contracts, undertaken in good faith, which are beneficial to the corporation, even though not