

**Division of Township**—*Wards*—*By-law*.] Upon an application to quash a by-law dividing a township into rural wards, where neither the township sought to be divided, nor the union of townships of which it formed one, were before the by-law divided into wards, and the by-law was not passed within the first nine months of the year in which the junior township had two resident freeholders and householders on its collector's roll:—Held, that the by-law was invalid. *Loucks v. Municipality of Russell*, 7 C. P. 388.

**Divisions of County**—*Judicial Notice*—*Statute*.]—A warrant of commitment was made by the stipendiary magistrate for the police division of the municipality of the county of Picton, in Nova Scotia, upon a conviction for an offence stated therein to have been committed "at Hopewell, in the county of Picton." The county of Picton appeared to be of a greater extent than the municipality of the county of Picton—there being also four incorporated towns within the county limits—and it did not specifically appear upon the face of the warrant that the place where the offence had been committed was within the municipality of the county of Picton. The Nova Scotia statute of 1895 respecting county corporations (58 Vict. c. 2, s. 8) contains a schedule which mentions Hopewell as a polling district in Picton county entitled to return two councillors to the county council:—Held, that the court was bound to take judicial notice of the territorial divisions declared by the statute as establishing that the place so mentioned in the warrant was within the territorial limits of the police division. *Ex parte Macdonald*, 27 S. C. R. 683.

**Expenditure of Public Money**—*Costs of Action*—*Injunction*.]—A ratepayer having brought an action against a gas company on behalf of himself and all other consumers of gas for an account of moneys alleged to have been improperly obtained in the past from gas consumers and with the intent of reducing the price of gas to them, the defendants' executive committee reported in favour of authorizing the city council to grant money to carry on the action:—Held, that the plaintiff was entitled to an injunction to restrain any such payment by the defendants, the same being without consideration and not in pursuance of any prior agreement or understanding. *Jarvis v. Fleming*, 27 O. R. 309.

**Fences**.]—See *Crouse v. Steeper*, 46 U. C. R. 87.

**Ferry**.]—See *Anderson v. Jellet*, 9 S. C. R. 1; *City of St. John v. Macdonald*, 14 S. C. R. 1; *Longueuil Navigation Co. v. City of Montreal*, 15 S. C. R. 593.

**Inter-municipal River**—*License*—*By-law*.]—See *Dinner v. Humberstone*, 26 S. C. R. 252.

**Harbour**—*Statutory Powers*—*Buildings*—*Access to Water*—*Riparian Rights*.]—The "Oshong harbour company was authorized by statute to construct a harbour, and to erect all moles, piers, wharves, buildings, and erections useful and proper for the protection of the harbour, and for the accommodation and convenience of vessels entering the harbour; and this right was by subsequent legislation vested in the town council of Chongre:—Held, that this did not authorize the company or the town council to build a storehouse

and fence on land formed by crib-work constructed by the company, and that the objections from the lake in front of the plaintiff's land, which went "to the water's edge," in such a manner as to prevent the plaintiff having free access to the waters of the lake. *Standly v. Perry*, 23 Gr. 507.

**Interest**—*Rate of*.]—Municipal corporations are not restricted, any more than individuals, as to the rate of interest to be received upon money lent by them; they may take any rate of interest agreed upon. *Corporation of North Guilford v. Moore*, 15 C. P. 445.

**Investigation of Municipal Matters before County Judge**—*Scope of Inquiry*—*Prohibition*—*Personae Designatae*.]—The corporation of a city passed a resolution whereby (after reciting that one of their officers had been guilty of misconduct in relation to his duties as inspector of materials furnished and work done by contractors in certain specified respects, and amongst others in permitting a certain contractor to furnish inferior material to the corporation, and in receiving from such contractor bribes, and wrongfully conveying to him information to facilitate him in securing contracts) they referred it to the county court Judge "to investigate and inquire into the several matters and things therein referred to, and every matter and thing connected therewith, and with the relations which may have existed, or do exist, between the said W. L. (the officer in question) and any contractor having, or having had, contracts with the city of T., in order that the truth or falsity of the alleged charges of malfeasance, breach of trust, gross negligence, and other misconduct made against the said W. L. may be ascertained."—Held, that under R. S. O. 1887 c. 184, s. 477, the corporation had power to pass the resolution, specifically referring, as it did, to the officer, and the county court Judge had power to make the necessary inquiries, and for that purpose to summon witnesses, &c., and in doing so, to proceed with inquiries against other individuals, besides the contractor, so far and so far only as it might be necessary to the inquiry against such officer; but the Judge was not authorized to branch off into matters between the contractor and the corporation, in which such officer was in no manner concerned; and on the authority of *Re Squier*, 46 U. C. R. 474, the contractor was entitled to a writ of prohibition to prevent such investigation as to any future proceedings therein, but as to past proceedings having appeared and taken part, he could not now complain. The corporation, under the authority of the same Act, also referred it to the Judge by three resolutions to inquire generally into the relations between the corporation, its officials and contractors, tending to undue influence in favour of contractors, and as to whether contractors or other persons wrongfully obtained money from the corporation by fraudulent means, and as to the whole system of tendering, awarding, fulfilling, and inspecting contracts:—Held, that these resolutions were altogether of too general a character to authorize the Judge to proceed with any inquiry in reference to the said contractor in regard to the subjects referred to, and that he was in like manner entitled to a writ of prohibition to prevent such inquiry. The statute does not mean, or contemplate, that the corporation should authorize in such general and undefined terms an investigation and inquiry into corporation affairs which in-