

tiffs as asked, declaring that the agreement registered by defendant company is a cloud upon the title and must be removed. There will be a declaration accordingly.

The attitude of defendant company seems to have been an obstinate one in the matter, and the course they pursued must have occasioned plaintiffs some loss and expense. It is difficult to say from any evidence offered at trial what would be an appropriate amount to allow to them for this. I have come to the conclusion that perhaps under all the circumstances \$50 would be fair. If either party is dissatisfied with this, a reference may be had at the risk of such party. Plaintiffs will have their costs of suit as against defendant company.

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HON. MR. JUSTICE BRITTON.

JUNE 14TH, 1912.

CANADIAN ELECTRIC CO. v. PERTH.

3 O. W. N.

*Municipal Corporations — Contracts — Supply of Water to Municipality—Action to Recover for.*

Action for \$3,000 and interest for use of hydrants in supplying defendant corporation with water, under an agreement dated Feb. 1st, 1897, of which plaintiffs were assignees. Defence set up was that plaintiffs had failed to carry out their part of the contract, and defendants counterclaimed in damages for such failure.

BRITTON, J., gave judgment in favour of plaintiffs for \$3,527.50 with costs, and dismissed defendant's counterclaim, with costs.

An action to recover \$3,000 and interest for the use of hydrants in supplying defendants with water, for the years 1905, 1906, and 1907.

Two other actions are pending—No. 2 is for the use of hydrants for the years 1908, 1909, and 1910. No. 3 is for the use of hydrants for 1911.

The three actions were not consolidated, but by consent were tried together.

The actions were brought—and the defence was raised under an agreement entered into between the defendant corporation, and one Alphonse Charlebois, dated 1st February, 1897. On 14th June, 1898, Charlebois assigned his agreement to Perth Water Works Co. Ltd. Then, to the knowledge of defendants and apparently with their sanction and approval, plaintiff company was formed for the express "purpose of supplying the municipality of the town of Perth with