

the manager of the plaintiffs alleges in her affidavit that she has contracts with some 18 firms. A directory is also produced which explains the system.

A summons was taken for an injunction to restrain the city from threatening to prosecute, etc., and from inducing people to violate their contracts with the plaintiffs. A police sergeant and policeman were joined as parties. It was contended that the act was ultra vires the Provincial Legislature. In my opinion it comes within the head "Property and Civil Rights, etc.," or matters of a merely local or private nature in the Province, and is not a criminal law: *Attorney-General of Ontario v. Attorney-General of Canada* (1896), A.C. 364; *Reg. v. H'a n*, 4 Cart. 578; *Keeffe v. McLennan*, 2 Cart. 400.

Then it was contended that it was illegal for the city to send a policeman to notify a citizen to desist from violating a provision of the charter or he would be proceeded against under the act. There is no evidence of any illegal act on the part of the city or policeman.

The summons will be dismissed, the costs to abide the event.

Province of Manitoba.

QUEEN'S BENCH.

Bain, J.]

SINCLAIR v. PRESTON.

[June 20.

Contra — Rectification Partnership — Effect of taking judgment for claim — Interest.

The defendant in October, 1889, contracted with one Charlebois to build certain fences and gates along the line of the G.N.W. Central Railway and, after associating the defendant Musson with him, they sublet the contract to the plaintiffs by a written agreement which provided for payment to the plaintiffs as follows: "Estimates for the said work shall be made monthly by the company to the engineer, or at such other times as said engineer shall deem reasonable and proper, and such estimates, less ten per cent. rebate, shall be paid forthwith upon same being paid to said Preston & Musson by said company, and the said ten per cent. rebate shall be paid forthwith upon the same being paid to them by the said company."

Charlebois was the contractor for the whole of the railway work being done by the company, and the evidence showed that the word "company" in the above provision was inserted by mistake for Charlebois.

After payment of two estimates for part of the plaintiffs' work difficulties arose and the company's engineer, who also acted as engineer for Charlebois, to prevent the bringing of an action, withheld further estimates, but in September, 1890, after litigation between Charlebois and the company had commenced, Preston accepted a judgment against the company