

Discharge of, proper registration of.—See REGISTRY LAWS.

See HIRING, 1—INSURANCE, 3—WILL, 6.

MUNICIPAL CORPORATIONS.

1. *Warrants for salary of officer—Refusal of mayor to sign—Application by officer for mandamus—Remedy by action.*—An officer of a municipal corporation applied for a mandamus to compel the mayor to sign warrants for the applicant's salary, which the mayor had been called upon to do by a resolution of the municipal council.

Held, that the applicant could maintain an action against the corporation for his salary, and, as he had that remedy, a mandamus would not be granted at his instance. *Re Whitaker and Mason*, 63.

2. *By-law for contracting debt—Bonus to manufactory—Debentures not payable within twenty years—Municipal Act, R. S. O. ch. 184, secs. 334, 340, 351, 352—Time for moving to quash.*—A by-law to raise a sum of money by way of bonus to aid an industry in a village, after being voted on by the electors, was finally passed on 3rd June, 1889, was promulgated on 20th June, and registered on 14th August following.

It stated on its face that it was to come into force on 2nd July, 1889, and provided that the debentures to be issued thereunder should be payable in twenty years from the date of their issue, the 1st of October following.

Held, that, as the period of payment exceeded twenty years from the taking effect of the by-law, it was

in contravention of sec. 340, subsec. 2, of the Municipal Act, R. S. O. ch. 184, and should be quashed.

Held, also, that the by-law was not one by which a rate was imposed under sec. 334, requiring an application to quash within three months from promulgation, but was a by-law for contracting a debt under secs. 351 and 352, and that an application to quash within three months of its registration was in time. *Re Cooke and Corporation of Norwich*, 72.

3. *Agreement subject to passing of a by-law not executed by corporation—Work done under it—Mandamus to raise the money.*—Plaintiff entered into an agreement in writing with defendants to do certain work under a provisional by-law, and which agreement contained this clause. "Notwithstanding anything hereinbefore contained to the contrary, this agreement * * is made subject to the final passing of the said by-law * * and in the event of the said by-law not being passed * * then this agreement shall be null and void * *."

The by-law was never finally passed, and the agreement was produced at the trial by defendants to prevent the plaintiff recovering as on a *quantum meruit*.

Held, (reversing *FERGUSON, J.*, who retained his opinion), that the defendants were bound by the contract, and that the plaintiff on shewing the approval of the engineer, as provided by the agreement, was entitled to a *mandamus* to the defendants to raise the money.

The stipulation as to the final passing of the by-law should receive a reasonable construction and could only be invoked when the work was not properly performed. *Quaintance v. Corporation of Howard*, 95.