

charged the estate and collected from it for the first two quarters of 1911, \$159 (net \$143.10), or on the basis of \$636 a year.

It appears that the estate has been almost every year increasing its buildings and operations, and that it is somewhat difficult to determine from time to time exactly the amount it has under glass. I do not think, under the circumstances disclosed in evidence, that the present commissioners could be called upon to make an investigation into the accounts between the municipal corporation and the Dale estate prior to the 1st January, 1910. In any event, I do not think this could be done in the absence of the municipal corporation as a party defendant. It appears to me that since the 1st January, 1910, the Board of Water Commissioners has made an honest and conscientious effort to keep pace in its rating of the Dale estate with the increases in the area of building under glass being made from time to time by the estate. It seems to me that the members of the Board in this matter have acted in perfect good faith, and, so far as I can see, in conformity with the terms of the by-law. I think the action must, therefore, be dismissed as against the Dale estate with costs.

This action was commenced by writ of summons issued on the 7th April, 1911, and in the statement of claim some sweeping and general allegations are made: "8..The plaintiff alleges that the fact is that many persons have had and now have various services for which no such consent has been obtained, and the defendants the Board of Water Commissioners of the Town of Brampton, and the defendants Roberts, Thauburn, and Boulter, as members thereof, have neglected and refused to enforce the rights of the public in respect thereof."

No evidence was offered at the trial in respect of the allegations contained in this paragraph.

"9. The plaintiff alleges and the fact is that the defendants Roberts and Thauburn now have, and for years past have had, and have used, certain services for which no such consent was obtained, and for which they have not paid and for which they neglect and refuse to pay."

No evidence at all as against the defendant Thauburn was given under this claim, and the only evidence as against the defendant Roberts was to the effect that, as to a small motor he was using in connection with his dentist office, as no provision had been made for a motor of that kind under the by-law of the municipal council, a rate had been fixed between the council and himself, after negotiation, upon which he had been paying