

ings of the Council, acting colorably within its attributions, cannot be called in question by the Corporation, unless there has been some fraud in which the plaintiff was implicated. The delay of six months in the payment of the engine, subject to interest at six per cent., was no substantial deviation from the resolution. It was a stipulation in favor of the Corporation, which created no additional obligation. The Corporation might have paid at once. The difference between Homer Baker and Omer & Baker is not more than a clerical error, and where two languages are in use, may very well pass as *idem sonans*.

The substantial pleas to the action are:—

1st. That the Council had no authority to bind the Corporation by such a contract; that they could only purchase for cash, or with cash on hand, or after having procured means to purchase by direct taxation.

There seems to be no sort of authority for these pretensions. The general authority to purchase fire-engines and machines for the extinction of fire, is especially given to village corporations by Art. 663 of the Municipal Code, and I can find no limitation to this general rule, either to the effect that the corporation must purchase with cash, or pass a by-law to provide for the payment. There is no general principle which prevents a corporation from buying on credit. It was said that the Government could not contract a debt without the authority of Parliament, and that therefore a corporation cannot. But this is an error. The Government can contract a debt without the authority of Parliament, and it is just because it can bind the public revenues that it is unconstitutional for Ministers to incur great expenditure without having the means provided beforehand. This principle has only been partially applied to corporations as matter of law, and for transactions beyond the ordinary scope of corporate undertakings, as, for instance, taking stock in a railway or any other enterprise.

The next objection is that the machine was worthless, or only worth \$500 at most, and that the corporation had at once repudiated the contract on account of the worthlessness of the machine. This objection has necessitated our reading the voluminous evidence. I do not consider the case of Archambault and the Cor-

poration of L'Assomption part of the evidence, or indeed that it has anything to do with the case. The respondent was not a party to that suit, in which no rights analogous to his were in issue. The evidence is extremely spun out, and if the control contemplated by law were exercised by the Judge presiding at enquête, we should have the administration of justice facilitated. The labor and difficulty of the Courts called on to appreciate the evidence would be decreased, and suitors would be saved great expense. It is no easy matter to winnow so small a quantity of wheat from such an enormous quantity of chaff. There are repetitions which might have been dispensed with, and there are repetitions which are needless. For instance, over and over again we are told the story of a little fissure in a brass moulding which could have nothing to do with the quality of the machine. The unimportance of the story was shown at once, yet it is insisted upon again and again as if it were a bit of evidence learned by rote. The real issue of fact is mixed up with another question, and that is whether it was prudent or wise of the corporation to buy a Babcock engine at all. Unless it could be proved beyond controversy that such an engine is totally useless as a fire-engine, in fact a fraudulent pretext for obtaining money, this would be no sort of defence to this action. But there is no such evidence in the record. On the contrary, appellant's first witness, Charles Garth, describes the use of such an engine, and says that the engine bought on his recommendation resembles the one in question. He is of opinion that it is only useful as an auxiliary, but he considers a Babcock to be very useful in towns or cities. His evidence negatives the idea that the Babcock is wholly unfit for the purpose for which it was sold. We next come to the evidence of the worthlessness of the Babcock in question. And here we are met by a proposition which was persistently urged on our attention at the argument. We were told that there was really no acceptance of the engine. As a matter of fact, it seems perfectly proved that the Babcock was received by the Council. It can scarcely be contended that the acceptance by the Council, in the absence of fraud, is not equivalent to an ordinary acceptance, and that by such acceptance the corporation is bound. In this case it seems per-