so without plaintiffs' consent. Judgment should be entered for plaintiffs, with a declaration that the defendants have not the right, during the existence of the present contract, to alter or change, without the consent of the plaintiffs, the rates charged in the conduct of its light and telephone business. The injunction already granted is continued. Costs to plaintiffs on High Court scale.

T. R. Ferguson, Rat Portage, solicitor for plaintiffs.

McLennan & Wallbridge, Rat Portage, solicitors for defendants.

BRITTON, J.

JANUARY 16TH, 1902.

TRIAL.

TOWN OF RAT PORTAGE v. CITIZENS ELECTRIC CO. OF RAT PORTAGE.

Municipal Corporation—Electric Lighting of Streets—Contract—Execution by Acting Mayor—Contract Partly Performed—By-law to Confirm—Necessity of—Tax By-law—Effect of—R. S. O. ch. 223, secs. 282, 404, 405, 568.

Action tried at Rat Portage, brought to have a contract between the parties declared void, (1) because no by-law was passed authorizing or sanctioning the contract; (2) the contract was not executed by a duly authorzied agent of plaintiffs, and (3) the agreement was not drawn, signed or sealed in a way to bind the plaintiffs.

C. A. Masten and A. McLennan, Rat Portage, for plaintiffs.

G. F. Shepley, K.C., and T. R. Ferguson, Rat Portage, for defendants.

The facts sufficiently appear in the judgment.

BRITTON, J.—The defendants purchased the assets of a company which had an agreement with plaintiffs for lighting the streets. The contract was duly completed, and in February, 1895, a new one was made for the electric lighting of the town for 5 years. In August, 1899, tenders were advertized for, and defendants tendered to supply street lighting, etc., for 5 years from February, 1900, and deposited with plaintiffs a marked cheque for $1,000. The tender was in terms of a draft contract alleged to have been agreed upon by a committee of the council. A meeting of the council was held on September 11th, 1899, and a resolution passed accepting the tender, and authorizing the Mayor and the Clerk to sign the contract as presented in draft. The Mayor