

This decision is without prejudice to the renewal of the application before the Judge presiding at the trial, with whose discretion (possibly in the light of further information), I do not desire to interfere.

MIDDLETON, J.

OCTOBER 22ND, 1914.

WRIGHT v. CITY OF OTTAWA AND OTTAWA DAIRY
CO. LIMITED.

Municipal Corporation — Contract with Company to Supply Water to Citizens—Powers of Corporation, General and Special — 35 Vict. ch. 80 — 42 Vict. ch. 78 — Beneficial Contract—Executed Contract—Absence of Corporate Seal —Municipal Estimates.

Motion by the plaintiff to continue an interim injunction, heard at the Ottawa Weekly Court, and turned by consent into a motion for judgment.

T. A. Beament, for the plaintiff.

F. B. Proctor, for the defendant city corporation.

G. F. Henderson, K.C., for the defendant company.

MIDDLETON, J.:—The plaintiff, as a ratepayer of the city of Ottawa, seeks to restrain payment by the city corporation to the dairy company of the sum of \$750, being an amount said to be due by the city to the dairy company for water supplied during the month of July, 1914.

Epidemics of typhoid fever occurring in the city of Ottawa having been traced to the use of impure water supplied by the city, a temporary arrangement was made with the dairy company for the supply of water from an artesian well owned by the company. With the merits of this arrangement the Court has no concern; but it is fair to say that, from the evidence adduced, the contract was not sought by the dairy company but by the city officials. Under this arrangement the dairy company undertook to supply water at a delivery pipe upon the street adjoining its premises, for the price of \$750 per month, the arrangement to continue until terminated by notice from either party. This arrangement was understood to be temporary, pending the solution of the very difficult question of a satisfactory permanent water supply that confronted the municipality. The