

cost of the present contract and of a certified copy thereof for the said city. Thus done and passed at the said City of Montreal, on the day, month and year hereinabove first written, under the number ten thousand — hundred and — of the repertory of the notarial deeds of Mr. F. J. Durand, the undersigned notary. And these presents having been first duly read to the said parties hereto, the said Mayor of 'The City of Montreal' has signed, and the City Clerk, to wit, Charles Glackmeyer, Esquire, residing in the said city, has countersigned, and has affixed the seal of the corporation of 'The City of Montreal,' and the representatives of the said Company have signed in presence of the said notary, who has also signed."

The petition then alleges certain particulars in which the plaintiff contends that the powers of the corporation have been exceeded in this transaction, and proceeds to argue what would be the results of the contract; and to deduce certain legal consequences such as the establishment of a monopoly contrary to law and public policy, and the assumption of the right to stipulate a price to be paid by gas consumers. I will not, however, mention these points any further just now, because this part of the statement of the plaintiff's case is immediately followed by an averment of great importance which may perhaps dispense with any notice of those points at all.

This averment is in these words :

"That the said council, for and on behalf of the said City of Montreal, did, on the 14th of January, 1884, pass a resolution authorizing and requiring the Mayor and City Clerk of the said City to sign and execute the said above proposed contract for and on behalf of the said defendant, respondent.

Now, I say this discloses a very important fact indeed.

The resolution here referred to is in these terms :

Moved by Alderman Beausoleil, seconded by Alderman Rainville,

"That the deed or contract between the City and the Montreal Gas Company as prepared by the City Notary, and now submitted to this Council, be approved and ratified, and

that his Worship the Mayor be authorized to append his signature thereto."

This taken with the written admission of the parties, that it was "adopted and carried, and that the contract set out in the petition is the contract referred to, and approved and confirmed by the said resolution of the City Council petitioner, and submitted to the Mayor of Montreal for his signature," affords complete proof of three things : 1st, that on the 27th of December the corporation agreed to a contract with the Gas Company, the party now here, which was the same contract as that set out in the petition; 2ndly, that that contract was reduced to writing by the City Notary; and 3rdly, that after all this had been done, after the agreement had been not only made between the parties, but reduced to writing, it was approved and ratified and confirmed. One can only approve and ratify something that has been done. So much therefore had been done, viz : the agreement or contract of itself had been assented to on both sides; its terms were so well known and understood, that they were confirmed; the writing witnessing those terms was drawn, and all that remained was matter of form—a signature—the contract itself being, of course, entirely complete by the assent of the parties alone—without any writing to witness it, and without the signature of either party. I say as a matter of law the contract was not only complete; but it appears to have been made and even modified with deliberation before it was completed, for we see, from clause 13 of the contract, and from a certificate of proceedings of council filed in the case, that there was an amendment to the resolution of the council of the 27th December. Therefore there are here all the constituents of a complete contract. Under Art. 984 of the C. C., there are only four requisites to the validity of a contract; the capacity of the parties—their consent—the subject of the contract, and a consideration; and under article 1025, C. C., the consent alone of the parties is sufficient to complete contracts except those concerning the transfer of ships.

But whatever the state of the matter may be: whether it is a complete contract or not, let us look at it merely as far as it has gone