

cles have been the subject of a complete contract of sale made beyond the limits of the municipality, and the only act done within it is the delivery, there should be the right to impose what is practically a tax upon the vendor of the articles.

*Douglas*, K.C., for informant. *W. H. Blake*, K.C., for defendant.

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Meredith, C.J.C.P., Britton, J., Teetzel, J.]

[April 28.]

MASSEY-HARRIS v. DELAVAL SEPARATOR CO.

*Defamation.*

Judgment of MABEE, J., reported ante, p. 112, and 11 O.L.R. 227, affirmed.

*MacInnes*, for defendants, appellants. *Grayson Smith*, for plaintiffs.

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Mulock, C.J. Ex., Anglin, J., Clute, J.]

[May 3.]

BROHM v. TOWNSHIP OF SOMMERVILLE.

*Municipal corporation—Snow fences—By-law—Conditional undertaking by municipality to pay for fences—Compulsory arbitration.*

The defendants' council passed a by-law enacting:—"That where the road is liable to be blocked with snow in winter and where in the opinion of the council such drifts would be prevented by the removal of any rail, board, or other fence and replacing the same by wire or other fence, the council may order the removal of such fence, . . . and in the removal of such fence or fences by the owners and the erection of such wire or other fences as the council shall direct, the parties erecting such wire or other fences shall be paid out of the general funds of the municipality a sum not exceeding 35 cents per rod of fence." The plaintiff before erecting certain wire fencing submitted his contract for its construction to the council through the medium of a neighbour; at a session of the council, and in presence of the township clerk and several councillors, the reeve expressed to this neighbour the opinion and order of the council that the plaintiff's existing fence should be removed, and its direction