

what these purposes are, and what is required in respect of each. The right and duty of the council is to examine the estimate so far as to ascertain that it is for purposes intra vires of the school board. If an item or class of items is clearly for a purpose for which the board is not authorized by law to expend money, it is the right and duty of the council to reject it. But beyond this the council cannot go. The council has no voice in the control or management of the affairs which are committed by law to the school board: its duty is to levy and collect and pay out from time to time as required, the moneys shewn by the estimate to be necessary for lawful school purpose.

*F. Hodgins*, K.C., for the School Board. *Fullerton*, K.C., for the City of Toronto.

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From *Ferguson*, J.] *McGARR v. TOWN OF PRESCOTT*. [June 30.

*Municipal corporations—Accident—Defective sidewalk—Notice of defect.*

Where a sidewalk on one of the principal streets of a town and on which there was considerable traffic, and which had been laid down for so long a period as to become unsound, the scantling or stringers being so rotten as to be unable to hold the nails fastening the boards placed across them, its condition is such as to impose on the corporation a constant care and supervision over it; so that when one of the boards is proved to have been missing for a week, leaving a hole some six or eight inches deep into which a person falls, and is injured, notice to the corporation of such defect in the sidewalk must be assumed and liability for the damage occasioned by the accident imposed on them.

The damages assessed at the trial \$1500, were reduced to \$900, the court being of opinion that the latter was the more reasonable amount, for the damages sustained, a sprained ankle and affection of the sciatic nerve for which recovery might be expected at no distant date.

*Clark*, K.C., for appellants. *Hutchinson*, for respondents.

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## HIGH COURT OF JUSTICE.

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Divisional Court.] *BAILEY v. GILLIES*. [May 8.

*Verbal contract—Contract to drive logs—Statute of Frauds.*

M. who had agreed with the defendants, and a number of other lumber manufacturers, to drive down their logs for them, the defendant's contract being a verbal one, arranged with the plaintiff to act for him, the obligation to drive the defendant's logs to continue to a named date for which the plaintiff was to be paid a specified sum, and if M. did not then arrive and take over the drive, the plaintiff was to continue it and to be