

that the legislation might be maintained under the Province's power to impose taxation for provincial purposes—and to legislate in regard to the rights of residents and was not an interference with the Shipping Acts above referred to, though it might necessitate an election by the workmen between the provisions of the several Acts.

BRITISH COLUMBIA—VENDOR AND PURCHASER—REGISTRATION OF TITLES—INDEFEASIBLE TITLE—OBJECTION TO OWNERS' TITLE—R.S.B.C. (1911) c. 127, s. 22.

*Creelman v. Hudson Bay Insurance Co.* (1920) A.C. 194. This also was an appeal from the Court of Appeal of British Columbia and should be read in conjunction with the *Esquimalt* case, *supra*. In this case the plaintiffs the Hudson Bay Insurance Co. claimed to recover the purchase money due under a contract for the sale of certain lands to the defendants. The plaintiffs were incorporated under a Dominion statute and were registered as the owners of an indefeasible title to the land, but the defendants set up that the land was not needed for the purposes of the plaintiffs' business and that they had not under their statutory powers any right to hold land for any other purpose. The Judge who tried the action upheld the objection, but his decision was unanimously reversed by the Court of Appeal, and the Judicial Committee of the Privy Council (Lords Buckmaster, Parmoor and Wrenbury) have affirmed the decision. In their opinion the certificate of title under the Land Registry Act is a certificate which while it remains unaltered or unchallenged upon the register is one which every purchaser is bound to accept and to enable such a question to be raised as that in this case would be to defeat the very purpose of the Act.

ONTARIO — MUNICIPAL CORPORATION — EXECUTED CONTRACT — ABSENCE OF BY-LAW—MUNICIPAL ACT (R.S.O. (1914) c. 192), s. 249.

*Mackay v. Toronto* (1920) A.C. 208. This was an appeal from the Supreme Court of Ontario, 43 O.L.R. 17. The action was brought against the City of Toronto to recover on an executed contract, for work and labour done in the following circumstances: The Mayor of the city instructed the plaintiffs to prepare a report as to the commercial and financial aspect of a contemplated purchase of the street railway undertaking. The plaintiffs, employment was not authorized by by-law, but they proceeded as instructed, and prepared an interim report, which was subse-