

being founded on any contract or agreement made between him and the council . . . with respect to such exemption."

And then it is further enacted that though he is not disqualified under such a contract, yet "no person shall vote on any question affecting the property so exempt from taxation." This, then, is all the penalty attached to being a party to such a contract.

The contract in question is one made with respect to the exemption created by it, and it does not, therefore, in my opinion, disqualify the respondent.

The motion must be dismissed, and, following Regina ex rel. Harding v. Bennett (*supra*), with costs, including the costs of examinations and cross-examinations.

The following were some of the other cases referred to on the argument. Though I have endeavoured to be guided by them as far as possible, I have not thought it expedient to import any of the language used in them into my judgment, which is sufficiently long without that: Rex ex rel. McLeod v. Bathurst, 5 O. L. R. 573, 2 O. W. R. 246; Rex ex rel. Ivison v. Irwin, 4 O. L. R. 192, 1 O. W. R. 371; Regina ex rel. Burnham v. Hagerman, 31 O. R. 636; Regina ex rel. Ferris v. Speck, 28 O. R. 486; Regina ex rel. Joanisse v. Mason, *ib.* 495; Toronto General Trusts Corporation v. White, 3 O. L. R. 519, 5 O. L. R. 21, 1 O. W. R. 198, 760; Davis v. Taff Vale R. W. Co., [1895] A. C. 542; Smith v. Richmond, [1899] A. C. 448.

SCOTT, LOC. MASTER AT OTTAWA.

MARCH 2ND, 1905.

MASTER'S OFFICE.

GRAHAM v. McVEITY.

Chose in Action—Assignment of—Salary of City Solicitor—Agreement—Repudiation—Action—Notice to City Corporation—Service on Treasurer—Public Policy—Public Officer—Equitable Assignment—Parties.

An action referred to the Master for trial and adjudication under the provisions of the Arbitration Act. Plaintiff claimed on two agreements, both dated 29th October, 1901, whereby an indebtedness from defendant McVeity to plaintiff of \$1,715.83, bearing interest at 8 per cent., was acknowledged, and provision made for its gradual liquidation, and whereby the whole of defendant McVeity's salary as solicitor for defendants the corporation of the city of Ottawa, amounting to \$2,500 per annum, was assigned to plaintiff. One of the