

The modern doctrine as to corporate contracts not under seal, in the case of other than trading corporations, is thus given in "The Laws of England," published under the imprimatur of the Earl of Halsbury: "The rights and liabilities upon such contracts depend upon whether the contracts relate to matters incidental to the purpose for which the corporation exists, and whether the consideration therefor had been executed by the party seeking to enforce them:" vol. 8, tit. "Corporations," p. 383, No. 848 (1909).

Referring to the terms of the charter, it appears that the community had established an hospital for the reception and care of indigent and infirm sick persons of both sexes and of orphans of both sexes, and they were incorporated to carry on the good work, with power to hold and enjoy lands and tenements within the province: sec. 1 of 12 Vict. ch. 108. And by sec. 2 it was provided that the revenues, issues, and profits of all real and personal property should be applied to the maintenance of the members of the corporation, the construction and repair of buildings requisite for purposes of the corporation, and the payment of expenses to be incurred for objects legitimately connected with or depending on the purposes aforesaid.

These last words are, I take it, ample to cover a contract for the making of a well on the farm-land—that being an expense incurred for an object legitimately connected with the maintenance and the needs of the inmates of the institution. The learned Judge puts its very succinctly: "The corporation, being owner of a farm on which stock is kept, requires water for the purpose of carrying on the farm, and this work was a necessity for farm purposes; and that water is not found is not the point."

It seems to me that the distinction once insisted on as to the work done being "essential" to the purposes of the corporation is to be modified by the trend of recent decisions so that "beneficial" work is enough if it be incidental or ancillary to the purposes for which the corporation exists. Mathew, J., in his observations on this line of cases in *Scott v. Clifton*, 14 Q. B. D. at p. 903, uses "necessity" as almost synonymous with "benefit"—a seal not being required when the contract is for a purpose incidental to the performance of the duties of the corporate body, and its necessity is shewn by proof that the corporation, with full knowledge of its terms and of all the facts, had acted upon and taken the benefit of its performance.

Complete execution of the contract is not essential where there is actual part performance, and the completion of the work has been prevented by the act of the corporation. The well was sunk