[Reference to McDougall v. Windsor Water Commissioners, 27 A. R. 566, 31 S. C. R. 326; Ridgeway v. City of Toronto, 28 C. P. 579; Mayor, etc., of New York v. Bailey, 2 Denio 433, 3 Hill 531; Trotter v. City of Toronto, 28 C. P. 574, 29 C. P. 365; Graham v. Commissioners of Niagara Falls Park, 28 O. R. 1; Gibbs v. Trustees of Liverpool Docks, 1 H. & N. 439, 3 H. & N. 164; Mersey Docks Trustees v. Gibbs, L. R. 1 H. L. 93; Sanitary Commissioners of Gibraltar v. Orfila, 15 App. Cas. at pp. 408, 409.]

The property and its income is that of the corporation; the profits are the property of the corporation; and all that the Board is to do might have been done by another agent of the corporation, i.e., the council. It is impossible to consider the Board either as principal or servants or agents of the council. The result is, that it is the corporation of the town which is the principal, and the Board of Commissioners but the agent; and, unless there be more in the case, the corporation is properly sued. This is the conclusion arrived at by my brother Latchford on an application to compel Briddick to submit to examination as an officer of the defendants: ante 118 (affirmed ante 167.) I have thought it right to consider the question anew, the decision of my learned brother being in an interlocutory matter,

The Mersey Docks case also decides that the principle upon which a private person or a company is liable for damages occasioned by the act of a servant applies to a corporation which has been intrusted by statute to perform certain works and to receive tolls for the use of these works. This is the position of the defendants here: R. S. O. 1897 ch. 235, sec. 47.

Then it is contended that the corporation cannot be liable for the Commissioners' acts, because they got their supply of electricity from a point eight miles distant, which, it is contended, is ultra vires the Commissioners. Even if this were ultra vires the Commissioners, the defendants knew all about it and adopted it, and consequently the defence is not open to them: Ridgeway v. City of Toronto, 28 C. P. 574. And, even if this manner of procuring power were ultra vires the corporation, the corporation could not set up this as an answer to the negligence of their servants. In some cases a corporation is protected from liability upon a contract ultra vires made by itself or its agents, but never from the results of negligence by its servants in a business carried on by them for the benefit and with the knowledge of the corporation. . . .