far as they purported to apply to the defendant company (a company incorporated by letters patent issued under the authority of the Companies Act, R.S.C. 1906 ch. 79, for trading purposes), were valid and intra vires of the Legislature of the Province of Ontario.

(2) That the defendant company was precluded from carrying out its objects and undertakings in Ontario unless and until licensed under the Extra-Provincial Corporations Act.

(3) That the defendant company was subject to the penalties prescribed by that Act for carrying on business without being licensed.

(4) That the defendant company was incapacitated or prohibited, by reason of not being licensed as required by that Act, from acquiring and holding lands for the purpose of its business in the Province of Ontario.

Looking at the Act as a whole, it is not in its "pith and substance" an Act designed to restrict Dominion companies in the exercise of the powers conferred upon them by Dominion authority, but an Act lawfully passed for purposes as to which the Legislature by which it was enacted had authority to legislate. The latter part of sec. 16, providing that so long as a company is unlicensed it shall not be capable of maintaining any action or proceeding in any Court of Ontario in respect of any contract made in whole or in part within Ontario in the course of or in connection with business carried on contrary to the provisions of sec. 7, is objectionable and ultra vires.

On the fourth point the judgment of Masten, J., is affirmed.

The basic principle of the British North America Act was intended to be that each Province should be autonomous and "master of its own house." This principle has not always been applied to the determination of questions that have arisen under the Act, partly, perhaps, because it has been thought that, having regard to the language used in the Act with respect to the question under consideration, the principle could not be applied, and sometimes because the principle was not kept clearly in view.

MACLAREN and MAGEE, JJ.A., agreed with the Chief Justice.

HODGINS, J.A., in a short written judgment, agreed that the questions should be answered as stated by the Chief Justice.

FERGUSON, J.A., reached the same conclusion, for reasons briefly stated in writing.

Appeals of the plaintiffs allowed as to three questions with costs and dismissed as to one with costs.