

in that Province, and at the same time subjecting them to the necessity of obtaining the consent of the local municipalities to the use of the streets, while leaving to their Act of incorporation its full operation in other Provinces.

6. Therefore, the defendants had no right to carry any poles or wires (either above or under ground) along any street in the city of Toronto, without first obtaining the consent of the municipal council; but, inasmuch as the Ontario Act does not make their power to carry wires *across* streets dependent upon the consent of the council, they may carry them across the streets, either above or under ground, subject in the latter case to the direction of the council and its engineer or other officer as to the location of the line and the manner in which the work is to be done, unless such direction shall not be given within one week after notice in writing, and subject to the other provisions of the Act of incorporation.

Thomas Caswell, solicitor for plaintiffs.

S. G. Wood, solicitor for defendants.

LOUNT, J.

MARCH 14TH, 1902.

WEEKLY COURT.

RE CITY OF KINGSTON AND KINGSTON LIGHT,  
HEAT, AND POWER CO.

*Arbitration and Award — Voluntary Submission — Construction of Agreement—"Works and Property"—"Franchises and Goodwill"—Ejusdem Generis Rule—54 Vict. ch. 107—R. S. O. ch. 191—R. S. O. ch. 164, sec. 99.*

Anderson v. Anderson, 1 Q. B. D. at p. 753, Church v. Mundy, 15 Ves. at p. 406, and Toronto Railway Co. v. Toronto, 20 A. R. 125, [1893] A. C. at p. 515, referred to.

Appeal by the company from an award of arbitrators or for an order setting aside the award.

The company is incorporated by 11 Vict. ch. 6 (O.), and by sec. 35 its corporate existence was limited to 50 years. By 54 Vict. ch. 107, sec. 10, sec. 35 was repealed and the time limited to 20 years, but the corporation at any time was given power to expropriate the company's works and property pursuant to R. S. O. 1887 ch. 164, at any time upon giving 12 months' previous notice of intention so to do. In July, 1896, an agreement for 5 years was made between the parties by which at the expiration of it, having given the notice, the corporation was to be at liberty to purchase—sec. 11—"all the works, plant, appliances, and property of the