

It is very difficult, however, to give an intelligible meaning to the language of the section. Read literally, it does not comprehend this case; on the contrary, it would seem to be providing for some case of a company or person, as defined by sec. 2(c) of the Act, having two or more systems or lines located in territory adjacent to each other. Doubtless, this was not the intention; but, in its present form, the real intention is not clearly expressed. The order of the Board, dated the 10th March, 1911, which directs connection, intercommunication, joint operation, reciprocal use, and transmission of business, purports to be made in pursuance of sec. 9; but, as pointed out above, that section is halting and uncertain in expression, and in strictness it does not confer jurisdiction in this particular case.

There still remains the question of jurisdiction dependent upon the existence of an agreement between the appellants and the Bell Telephone Company, substantially for the purposes recognised and authorised by sec. 8 of the Ontario Telephone Act, 1910, and which had been approved of by the Board prior to the application by Brussels.

The appellants and the Bell Telephone Company were working under this agreement when the orders now in question were made by the Board. It is said that there was no intention to interfere with that agreement, and that there is in fact no interference with it.

But it is obvious that compliance with the order by the appellants does seriously alter their relations to the Bell Telephone Company. It exposes them to the consequences of a breach of the agreement, and may deprive them of the benefits and advantages which they now enjoy under it.

And, while the agreement remains as an existing agreement, sanctioned and approved by the Board, the Bell Telephone Company are entitled to assert their rights under it and to claim that they should remain undisturbed and unaffected as long as the agreement stands. The Board has undoubted power to rescind the order for good cause, but the jurisdiction to do so should only be exercised upon a properly framed application for that purpose, to which all those who are interested are parties or of which they are properly notified.

At present the agreement is a valid subsisting agreement; and, while, upon an application regularly framed and constituted as to parties, the Board may determine its true meaning, yet, while it stands, the Board is without power or jurisdiction to alter or vary it.

And the important question is, whether the Board has, in