

The points raised as to the jurisdiction of the Legislature of Ontario to constitute a tribunal with the powers of the Ontario Railway and Municipal Board and as to the power of that Board to deal with the matters in question were not argued, but were formally mentioned so as to preserve them for adjudication hereafter.

As to the main case, the learned Chief Justice had at the trial a very strong opinion that the plaintiffs were entitled to succeed, and he reserved judgment only for the purpose of verifying the authorities cited. The result had been to confirm that opinion.

Statutes are not to be interpreted so as to have a retrospective operation, unless they contain clear and express words to that effect, or the object, subject-matter, or context shews a contrary intention: Beal's Cardinal Rules of Legal Interpretation, 2nd ed., p. 414 et seq.

As to the order of the Board having been made without hearing the plaintiffs as to their contract, the basic authority is *Cooper v. Wandsworth Board of Works* (1863), 14 C.B.N.S. 180. See the cases mentioned in *Talbot & Fort's Index*, in which that case has been judicially noticed; also *Smith v. The Queen* (1878), 3 App. Cas. 614, at pp. 623-4-5; *Lapointe v. L'Association de Bienfaisance et de Retraite de la Police de Montréal*, [1906] A.C. 535, at pp. 539, 540; *Vestry of St. James and St. John Clerkenwell v. Feary* (1890), 24 Q.B.D. 703, at pp. 709, 710, 712; *Attorney-General v. Hooper*, [1893] 3 Ch. 483, at p. 487.

The defendants had and have no right to shut off the gas to enforce payment, or in default of payment, of their demands.

The cases cited to the contrary in *Thornton's Law of Oil and Gas* seem to depend on contract, statute, or rule assented to by the consumer. The same remark applies to *Husey v. Gas Light and Coke Co.* (1902), 18 Times L.R. 299.

The plaintiffs will have judgment: (1) for a perpetual injunction restraining the defendants from shutting off the supply of gas; (2) directing payment to the plaintiffs of the amount in the Merchants Bank at Chatham settled by the parties at \$22,659.88, and accrued interest, and such further sum as shall be paid into the bank after the 1st May, 1919; (3) costs of suit.