

British Columbia Towing and Transportation Company, 9 S.C.R. 527 distinguished; *Wahlberg v. Young*, 24 W.R. 847; *The Warkworth*, L.R. 9 P.D. 20 and 147, and *The Obey*, L.R. 1 Ad. & Ecc. 102, referred to.

In revising and consolidating the Act 31 Vict., c. 58 the commission of revision in 1896 omitted a heading to s. 12 of such Act as originally passed, which was held per STRONG, J., in *Sewell v. British Columbia Towing and Transportation Co.*, 9 S.C.R. 527, to restrict the apparent generality of the terms of that section.

Held, that assuming that the omission of the heading was legislating so as to make the law in Canada harmonize with the English law, the action of the revisors in omitting such heading from the statute was validated by the provisions of c. 4 of 49 Vict., 1896, respecting the Revised Statutes.

A. Marsh, K.C., for appellants. W. D. McPherson, K.C., for respondents.

Province of Ontario.

HIGH COURT OF JUSTICE.

Riddell, J.—Trial.]

[May 4.

SMITH v. CITY OF LONDON.

Constitutional law—Legislature staying all actions forever—Jurisdiction of provincial legislatures.

A by-law was submitted to the ratepayers of the city of London, which was duly passed by their vote Jan. 1, 1907. Under this by-law, so approved by the ratepayers, a contract was authorized for the supply of electrical energy by the Hydro-Electric Power Commission of Ontario, at the city limits, ready for distribution, at a certain price per horsepower per annum. Notwithstanding this authority the contract which was entered into between the Commission and the city bound the latter to take from the Commission electric energy at a certain price at Niagara Falls, the place of production, together with the cost of transmission to London and various other charges, all of an uncertain and unascertainable character and amount. This action was brought to declare this contract so entered into invalid as not being the one authorized by the ratepayers, as in fact it was held to be on two occasions (see vol. 44, p. 21 and ante, infra, p. 81).

The defendants in their statement of defence, asserted the validity of the contract claiming that it had been authorized by