proper municipal council or the order of the Judge of the County or District Court . . . approving of such plan made upon notice to such council."

It is not contended by the town that the word "or" has not its ordinary alternative meaning: Elliott v. Turner, 2 C.B. 446; Co. Litt. 732. It is not suggested that it should, as not infrequently happens, be read "and," or that it is interpretative or expository. The argument is, that there are two courses prescribed by the statute, either of which may be adopted by the owners; but, having chosen one of these, they are precluded from resorting to the other.

The cases cited do not support this contention. . . .

[Reference to Birely v. Toronto Hamilton and Buffalo R.W. Co. (1898), 25 A.R. 88; Town of Aurora v. Village of Markham (1902), 32 S.C.R. 457.]

If the District Court Judge has jurisdiction, it is no ground for prohibition that he may go wrong. No misinterpretation, actual or apprehended, of a statute, is of the slightest relevancy in determining the question of prohibition, unless such misinterpretation itself gives jurisdiction. It has been laid down in such cases as In re Long Point Co. v. Anderson (1891), 18 A.R. 401, Re Township of Ameliasburg v. Pitcher (1906), 13 O.L.R. 417, and reaffirmed by this Court in Park v. Fletcher (2nd May, 1913), that it is only a misinterpretation (of a statute, etc.), which misinterpretation gives jurisdiction to an inferior Court, which can be made a ground for prohibition. . . .

The council, no doubt, is considered to represent the municipality. When an owner of land desires to register a plan laying out his land as a subdivision, the council should see that the roads, streets, etc., agree with the town's policy as regards roads, etc.—if so, of course the council would approve. But the council does this, not as a Court determining the rights of two contesting parties, but as representing one of two parties interested—namely, the public. The other party interested, that is, the owner, must look out for himself. If the council refuses, whether for proper or improper reasons, the refusal is not a judicial determination of the rights of the parties, but the assertion by its agents and representatives of what the one party desires or claims—a refusal by one party interested to allow the other to use his property as he desires. It was to enable an owner to have a judicial decision that the Legislature, on limiting, in 1908 (8 Edw. VII. ch. 33, sec. 37), the right of an owner