

of steamboats used in navigating Rainy River and the Lake of the Woods. The head-office was at Kenora, and the company had made arrangements for the season of 1911 for the transportation of freight and passengers between the towns of Kenora and Fort Frances and intermediate ports. The two defendant companies—the Ontario and Minnesota Power Company and the Minnesota and Ontario Power Company—had constructed a dam across Rainy River, above the International Falls, and used it for the production of power by means of sluices and gates in the dam. The plaintiff company complained that during the season of 1911, the defendants, by their dam and by the operation of gates and sluices therein, so obstructed the water that navigation in Rainy River was impossible for a considerable portion of the season, and that the plaintiff company was unable to ply its boats between Fort Frances and Rainy River and intermediate ports.—The two defendant companies were under the same management and control. The Minnesota and Ontario Power Company, however, was incorporated in the State of Minnesota, while the other was an Ontario corporation. The Minnesota company entered a conditional appearance and disputed the jurisdiction of the Court. The learned Judge said that the two companies together and for a common purpose constructed the dam in question. The Ontario company did the work necessary on the Canadian side of the boundary-line, and the Minnesota company did the work on the other side. The dam was a continuous, connected work, extending completely across Rainy River. If the dam as a whole so interfered with the flow of water as to cause damage to a person using the Canadian side of the river, the Minnesota company was equally responsible with the Ontario company; and, therefore, the Court had jurisdiction to entertain the action as against the Minnesota company, as well as against the Ontario company.—The plaintiff company had two steamers, the “Kenora” and the “Agwinde.” The learned Judge was of opinion that the evidence did not establish that there had been any such interference by the defendants with the flow of the water as to cause damage to the plaintiff company in the running of the steamer “Kenora.” As to the “Agwinde” he came to the conclusion, with some hesitation, that the defendants did so interfere with the natural flow of the water from above the International Falls into Rainy River as to cause damage to the plaintiff company by preventing the running of the “Agwinde” during part of the season of 1911.—As to the damages for