

Constitutional law—Legislative power of Dominion of Canada—Combines and Fair Prices Act (1919)—Property and civil rights.

In re The Board of Commerce Act (1919) and The Combines and Fair Prices Act (1919). 1922 1 A.C. 191. This was an appeal from the Supreme Court of Canada. The Combines and Fair Prices Act, enacted by the Parliament of Canada in 1919, authorised the Board of Commerce, created by another Statute of that year, to restrain and prohibit the formation and operation of such trade combinations for production and distribution in the Provinces as that Board might consider to be detrimental to the public interests; also to restrict accumulation of food, clothing and fuel beyond the amount reasonably required, in the case of a private person, for his household, and in the case of a trader, for his business; and to require the surplus to be offered for sale at fair prices. It was held that the Acts were *ultra vires* the Dominion Legislature since they interfered seriously with property and civil rights in the Provinces, and were not passed in any highly exceptional circumstances, such as war or famine, which might render trade combinations and hoarding subjects within the general power given by s. 91 of the British North America Act, 1867. The power of the Dominion Parliament to pass these Acts was not aided by the ancillary provisions attaching criminal consequences to any breach, because the matter did not by its nature belong to the domain of criminal jurisprudence. Circumstances are conceivable, however, such as those of war or famine when the peace, order and good government of the Dominion might be imperilled under conditions so exceptional that they might require legislation of a character in reality beyond anything provided for by the enumerated heads in either s. 92 or s. 91 of the British North America Act.

Arbitration—Award—Finality.

Attorney-General for Manitoba (appellant) and Kelly and Others (respondents), Privy Council, 1922, 1 A.C. 268. This was an appeal from the Court of Appeal of Manitoba. By a consent judgment, sums to be debited and credited in respect to a claim for monies improperly paid under a building contract, and for damages, were to be determined by two apprais-