

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 companies sued as defendants in this action, had constructed a dam across Rainy River, above the International Falls, and used this dam for the production of power by means of sluices and gates in the dam. The complaint of the plaintiff company is that during the season of 1911, the defendants by their dam, and by the operation of the gates and sluices therein, so obstructed the water that navigation in Rainy River was impossible for a considerable portion of the season, and the plaintiff company was unable to ply its boats between the towns of Fort Frances and Rainy River and intermediate ports.

The plaintiff company was ready for the season's business on or about the 17th day of June, and made several trips under difficulty between the towns of Rainy River and Fort Frances, and then was obliged to abandon that part of their route. The plaintiff company says that later on the water in the Lake of the Woods became so low, and by reason of the obstruction of the water by the dam of the defendants, and by the defendants' operation of their gates and sluices that the whole of the operations of the plaintiff company had to be abandoned for the balance of the season.

The plaintiff's company claims damages not only for the actual loss sustained during the season of 1911, but for serious damage to the company's future prospects of building up its navigation business on the waters of the Lake of the Woods and Rainy River.

The defendants are two companies, but under the same management and control, one, a Canadian corporation, called The Ontario and Minnesota Power Company, Limited, the other is The Minnesota and Ontario Power Company, incorporated in the State of Minnesota, one of the United States of America. This latter company denies that it has created or maintained any obstruction in the waters of the Rainy River on the Canadian side of the international boundary line between Canada and the United States of America. This last mentioned company, by leave of the Master-in-Chambers, and without admitting the jurisdiction of this Court or the propriety of service of notice of this action upon this defendant, out of the province of Ontario, has entered a conditional appearance, and alleges that it has not obstructed the waters of Rainy River within the province of Ontario, and in the alternative that it has not obstructed them in such manner