

presents itself as the only available means by which this extremely dangerous invasion of the fundamental rights of self-governing municipalities can be prevented. It may safely be affirmed that a conjuncture more urgently demanding the exercise of that power has never occurred since the British North America Act was passed.

The unfairness of forcing obligations heavier than those which they originally consented to assume is obvious and glaring. There seems to be some likelihood that in a portion at least of the cities concerned a majority in favour of the revised contracts might not now be obtained. Apart from other considerations, not a few ratepayers may be inclined to question the wisdom of binding themselves for so long a period as that covered by the contracts. In an age when one unexpected scientific discovery succeeds another with startling rapidity, a prudent municipality may well hesitate to commit itself to an unqualified obligation to take, for any considerable length of time, and at a fixed price, power generated in any particular manner. The ratepayers of, let us say, 1930, would scarcely feel grateful to their predecessors of the present generation, if by some new device the Niagara Falls were rendered obsolete as a source of energy commercially profitable. That this event is by no means improbable, anyone who adverts to the extraordinary progress of invention within the last quarter of a century will readily admit. But the view which may be held with regard to this or any other special aspect of the matter is immaterial. The essential point is that the ratepayers should be given an opportunity of declaring whether they wish to become parties to the contracts in their altered form.

JURIDICUS.