

called "workmen's tickets" good for the payment of fares at certain hours of the day.

Defendants denied any binding obligation on their part to sell these tickets at all on the cars or to receive them from persons other than working men; and they alleged that the action in any event was not maintainable without the presence on the record of the Attorney-General; and that it was not such a contract as entitled plaintiffs to a judgment in the nature of specific performance.

The decision of *MAGEE, J.*, upon a motion for an interim injunction is reported ante 207.

*F. MacKelcan, K.C.*, and *W. R. Riddell, K.C.*, for plaintiffs.

*E. D. Armour, K.C.*, and *G. H. Levy, Hamilton*, for defendants.

*STREET, J.*—At the conclusion of the argument I gave judgment upon some of the questions involved, holding that, upon the proper construction of the contract and by-law and defendants' Acts of incorporation, they were bound to sell the tickets called "workmen's tickets" upon their cars to the public, and to receive them in payment of fares, at the hours mentioned in the by-law, not from working men only, but from the public generally, without regard to the occupation or absence of occupation of any person tendering them. I further held that the objection that the stipulation was ultra vires of plaintiffs was untenable.

I reserved only the questions: (1) as to the right of plaintiffs to maintain this action without adding the Attorney-General as a party representing the public; and (2) as to whether the remedy by mandamus or mandatory injunction could be granted.

I have not been referred to any authority in support of the contention that the Attorney-General is a necessary party to this action, and I have not been able to discover any. Plaintiffs were vested by law, if not with the ownership, certainly with full powers of management of the streets in Hamilton. One of the powers given them by statute was that of entering into an arrangement with defendants for the running by them of their cars through the streets, upon such terms as plaintiffs might see fit to require. The by-law No. 664, and the agreement by which defendants as well as plaintiffs agreed to be bound, were passed and entered into in pursuance of the legislative authority to that effect. Defendants have broken their agreement, as I have held, in