

appearing that the Act in question was too wide in its scope, in that it purported to enable the Government of the Province permanently to withdraw from the trustees power to control the schools under their care, the Judicial Committee of the Privy Council (Lord Buckmaster, L.C., and Lords Haldane, Atkinson, Shaw, and Parmoor) declared the Act in question to be *ultra vires*.

These two cases are palmary instances of the value of the appeal to His Majesty in Council, where questions of this kind, involving a good deal of feeling, can be adjudicated in the calm atmosphere of a Court absolutely free from all local prejudices and prepossessions.

Their lordships absolutely disclaim the idea that the trustees cannot, by due process of law, be compelled to discharge their duties according to law.

ONTARIO—TORONTO ELECTRIC LIGHT CO.—MUNICIPALITY OF
TORONTO—LETTERS PATENT—RIGHT TO ERECT POLES—
FRANCHISE—45 VICT. C. 19, S. 2 ONT.

Toronto Electric Light Co. v. Toronto (1917) A.C. 84. The appellant company was incorporated by letters patent issued under R.S.O. 1877, c. 150, and 45 Vict. c. 19 (Ont.). It was empowered to conduct electricity by any means through, under, or along, the streets of the municipalities named in the patent, but only upon, and subject to, such agreement in respect thereof as should be made between the company and the municipalities respectively. The company erected poles in the streets of the city of Toronto for the purpose of their business, which had been suffered to remain without objection by the city for sometime, but which the city had recently ordered the company to remove, and in default had proceeded to remove some of the poles. The action was brought to restrain the city from so doing. Middleton, J., granted an injunction as prayed, and his decision was reversed by the Appellate Division, 33 O.L.R. 267. The Judicial Committee of the Privy Council (Lords Haldane, Atkinson, Shaw, and Parmoor) now affirm judgment of the Appellate Division, holding, that mere acquiescence on the part of the city was not sufficient to satisfy the requirements of the statute, which required a formal agreement to be made; and secondly, that the city had an absolute right to prohibit the company from constructing any works through, under, or along the streets of the city, and not merely a right to regulate by agreement the manner in which the work should be carried out.