

of its actions by virtue of a fiat from the Attorney-General of the Government of which, to all intents and purposes, it is a branch. It has no assets which can be made liable for any mischief that it may do, and how much mischief it is capable of doing is clearly shewn by the way in which it has begun operations. It first of all made contracts with various municipal corporations for the supply of power for a fixed sum per horse power delivered to the municipality, and by-laws in accordance with these terms were passed by the ratepayers of several municipalities—the city of Toronto among the number. Subsequently the Commission making the discovery that it could not safely undertake to carry out its contracts changed its terms altogether without any reference to the ratepayers, and called upon them through their municipal councils to undertake an obligation which they had never agreed to, and which, from its nature, they probably never would have agreed to had it been laid before them in the first instance.

The mayor of Galt, one of the municipalities referred to, refused to sign the contract under the new terms, and a mandamus was applied for to compel him to execute it (*Scott v. Patterson*, ante, vol. 44, p. 621). Mr. Justice Anglin in giving judgment said: "I think the by-law of the town of Galt (authorizing the signing of the contract) could only be passed in breach of faith with the electorate and that the contract which it purported to require the mayor to execute would be illegal, and contrary to the requirements of the statute. . . . The mayor, in my view, was justified in refusing to become a party to the perpetration of their illegal acts." The learned judge goes on to say: "I cannot believe that it would be proper that the court should by a summary order of mandamus require the mayor to execute a by-law which cannot be passed without gross breach of faith with the electorate and to sign a contract which contravenes the statutes and contains a recital that it has the approval of the electorate when the established fact is that the terms approved by the electorate differ from those of the contract in most material particulars. To compel by mandamus the doing of that which the court would in subsequent proceedings declare to