

to pass by-laws "for authorizing and for assigning stands for vehicles kept for hire on the public streets and places."

The defendants' council passed a by-law, by the first section of which it was enacted that no cab, cart, express waggon, or other vehicle kept for hire, should stand upon or in any street while waiting for hire or engagement or while unengaged upon and in the streets and subject to the regulations thereafter mentioned; and by sec. 2, "the stands for cabs, carriages, and other vehicles kept for hire for the carriage of persons shall be as follows"—proceeding then to define and set forth the several streets and places therein or parts thereof on which such stands should be.

While this by-law was in force an agreement was entered into between the Canadian Pacific and Grand Trunk Railway Companies and the defendants, one clause of which was as follows:—"The Grand Trunk will dedicate to the public a street not less than 66 feet wide, extending along the north side of the Union Station block from Simcoe street to York street. The city agrees that, at the request of the Grand Trunk and the Canadian Pacific, a part of the said street shall be dedicated for cabs or express waggons, but this shall not be done except on such request."

This agreement was expressly authorized by 55 Vict. ch. 90 (O.), and was executed in pursuance of such authority, and Station street, as laid out, represented the street which the plaintiffs the Grand Trunk Railway Company covenanted to dedicate, and which they conveyed to the defendants for that purpose.

The defendants, without the request of the plaintiffs, passed a by-law, 3757, "to authorize cabs, carriages, and express waggons to stand on Station street;" and this was the by-law in question in the action and motion. It was passed upon the request of the cab-owners in the city, and upon a bond being given to indemnify the city against any action, etc.

E. E. A. DuVernet, for appellants.

A. B. Aylesworth, K.C., and Shirley Denison, for plaintiffs.

ARMOUR, C.J.O.—There was without doubt jurisdiction in the Court to enforce the performance by the city of its agreement, and to enjoin it against committing any breach of it. And there was also jurisdiction in the Court to set aside the by-law passed in breach of the agreement, irrespec-