

general doctrine thus suggested, might properly be regarded as invalid, for the reason that they did not deal directly with the shares of non-residents, but did affect the rights of such persons, I referred to the Ontario statutes which enabled the Hydro-Electric Commission of that Province to carry on its operations in territory in which the Provincial Government, of which that Commission is an agency, had stipulated not to compete with the Electrical Development Company. After the publication of that article I received from a well-known Toronto barrister a letter in which he took exception to my view that these statutes involved a breach of a Governmental agreement. My answer to this criticism appeared in the CANADA LAW JOURNAL of April 1, 1914. Since then my correspondent has not favoured me with any reasons for modifying the opinion which I expressed that, in procuring the passage of these enactments, the Government did actually violate an antecedent compact with the company in question. I wish to point out, however, that, even if my arguments as to this particular matter were unsound, the error is one which in no wise impairs the force, whatever it may be, of my main contention regarding the severability of "rights outside the Province" from the "property in the Province" to which they appertain. It is indisputable that the price at which the shares of the Electrical Development Company were sold when they were first placed upon the market was determined by the belief of the purchasers that the Government would not compete directly with the company. It is also indisputable that the value of the shares was prejudicially affected by the enactments regarding the Hydro-Electric Commission. Having regard to these circumstances, it is immaterial in the present connection whether the restrictive stipulation by which the company intended to secure itself against competition was or was not so worded as to furnish the desired protection. My reference to the enactments was made on the assumption that these enactments actually operated so as to impair a contract with the company. Even if this assumption was erroneous, it was justifiable, for the purposes of a general discussion, to use them as illustrations of the category of laws to which they would have been assignable if the assumption had been well founded.