

erection of or use of freezing works at Bluff." The respondents had thereafter contracted with one Ward to purchase all frozen meat produced at his works at Bluff, and also to purchase his freezing works at Bluff at the expiration of their contract with the appellants, together with additional works to be completed at that date. It was claimed that this was a being "concerned or interested in the erection or use of freezing works at Bluff" in breach of the respondents' contract with the appellants, but the Privy Council affirmed the judgment of the New Zealand Court, dismissing the action, being of opinion that the "use" contemplated by the contract was the manufacturing use, and not the mere buying of the output of other works; and that the agreement to buy the contemplated additions to Ward's works was not assisting or being in any way concerned in the erection of "freezing works" within the meaning of the contract.

COMPANY—STATUTORY DUTIES OF—BREACH OF—CAUSE OF ACTION.

Johnston v. Consumers Gas Co. (1898) A.C. 447, is a question which has excited some interest in Toronto, the action having been brought by the plaintiff on behalf of himself and other consumers of gas, to compel the Consumers Gas Co. of that city to refund alleged overcharges for gas supplied by them in excess of what they were entitled to, and to compel them to fulfil certain statutory obligations. The Court of Appeal dismissed the action (see 23 A.R. 566), on the ground that the plaintiff had no locus standi, because the special case agreed to between the parties contained no admission of the alleged overcharge. In dismissing the appeal the Judicial Committee (The Lord Chancellor and Lords Watson, Macnaghten and Morris, and Sir R. Couch) take somewhat broader ground and hold that no individual customer has any right of action against the company for alleged non-compliance with their statutory duty, but that the corporation of the city alone has power to enforce the due performance of those obligations.