

attachment should issue accordingly. The contempt was that the defendant had "neglected or refused to comply with the judgment . . . in this action, dated the 15th January, 1903, whereby the defendant was ordered and directed to furnish the plaintiff with the statement referred to in the agreement between the plaintiff and defendant as set out in the pleadings herein, annually, in a form shewing such details, if any, as might be settled by the Senior Judge of the County Court of the County of York," which were settled by that Judge on the 27th October, 1906.

The appeal was heard by MEREDITH, C.J.O., MACLAREN, MAGEE, HODGINS, and FERGUSON, J.J.A.

W. N. Tilley, K.C., for the appellants.

C. M. Colquhoun, for the plaintiff corporation, respondent.

MEREDITH, C.J.O., reading the judgment of the Court, said that the first contention of the appellants—that the Court had no jurisdiction to punish for disobedience of the judgment, because, being a consent judgment, it is in effect an agreement between the parties, and deals with matters as to which, under the Ontario Railway Act, R.S.O. 1914 ch. 185, sec. 260, and the Ontario Railway and Municipal Board Act, R.S.O. 1914 ch. 186, sec. 22, that Board had exclusive jurisdiction—was not well-founded. The Board had no jurisdiction, exclusive or otherwise, to do what was required to be done—to punish for disobedience of the judgment in the action.

The second contention was, that it was not proper to order the committal of the appellant Fleming for the appellant company's disobedience of the judgment. There was nothing before the Court to shew what the authority or powers of Fleming were, or that he had anything to do with the compilation or furnishing of the statements which the appellant company was by the judgment required to furnish—nothing except the bald statement that he was the general manager of the company. On the other hand, there was no denial by the appellants that the preparation and furnishing of the statements was not a matter entirely under his direction and control.

If it were shewn that the disobedience of an order of the Court by a corporation was the act of its manager, an order for his committal might properly be made: *Ex p. Green* (1891), 7 Times L.R. 411; *O'Shea v. O'Shea* *Ex p. Tuohy* (1890), 15 P.D. 59. The contempt in these cases was of a different character