

that the defendants' works as projected would or might injuriously affect or interfere with those of the plaintiffs, was well grounded and that, therefore, the injunction was properly granted. The plaintiffs were not, in my opinion, obliged to wait until the defendants' works were completed, but might reasonably assume from what was already done, in the planting of posts, the placing of cross-arms, the cutting of gains, etc., that these works, when completed upon the foundation thus laid for them, would be an injurious and illegal interference. The plaintiffs are and for some time have been in occupation. They have a fully established plant, established with the consent of the municipal authorities, and they have by reason of such occupation a legal right as against the defendants to be protected in a reasonable user of the public streets, not only against any actual but any threatened interference by reason of the new works projected by the defendants. The use by the plaintiffs of the public streets must of course be reasonable, as is well pointed out in the judgment of the learned trial Judge, and only in so far as their user is reasonable are they entitled to protection. There is nothing, however, in the judgment of the learned Judge to indicate that in his opinion the plaintiffs had acted or were acting unreasonably in their mode of occupation. This disposes of the cross-appeal, which should, I think, be dismissed.

With reference to the plaintiffs' appeal, I am of the opinion that the clauses objected to do unduly limit the relief to which the plaintiffs are, under the circumstances, entitled. The learned trial Judge in a careful review of the evidence came to the conclusion, wholly justified, that a safe distance to be maintained by the wires of the respective companies was three feet between primary wires as between themselves, and between primary wires and secondary wires; and six inches between secondary wires and secondary wires. That being, as I think, the conclusion which the evidence warrants, I have been wholly unable to see why an exception in the interest of the defendants should be made by the introduction of the clauses 7 and 8, which, it may be observed, formed no part of the original judgment as pronounced; indeed, these clauses seem to me to be a distinct departure from that which had been earlier adjudicated as the respective rights and duties of the parties. It is said that the change was made because otherwise it would be difficult or perhaps impossible for the defendants to occupy Slater street, already occupied by the plaintiffs.

It is not necessary to determine the point, but I think, from looking at the plan, and from what I gather from the evidence, that the defendants can obtain access to the heart