

respect of all the processes enumerated in the proviso. Under any other theory, the specification of the processes additional to that of "generation" becomes a merely superfluous and meaningless detail. If my correspondent's view is correct, the privilege which the Government wished to reserve would have been adequately secured by a provision covering merely the "generation" power.

There is also another consideration which points very strongly to the conclusion that the Government was guilty of a breach of the contract. Even if we assume that the stipulation was intended to be applicable only to the "generation" of power, in the narrow, technical sense of that expression, it would seem to be reasonably clear that, under the principle embodied in the maxim, *Qui facit per alium facit per se*, such a breach was committed when the Government undertook to sell electricity generated by a third party. It is difficult to suppose that a Court of Equity, if it were asked to enforce a similar clause in a contract between two private persons, would take a different view. Covenants in restraint of trade would manifestly be of little or no value, if they could be loaded by such a simple device as that of making arrangements which would enable the covenanters to secure, through the interposition of third parties, virtually the same advantages that they would obtain by carrying on business themselves within the prohibited areas.

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LEGISLATIVE POWERS.

Mr. Labatt propounds a query of interest in a late number of the CANADA LAW JOURNAL based on the decision of the Privy Council in the case of the Alberta and Great Waterways Railway Co. (*Rex v. Royal Bank* (1913), A.C. 283). That case decided that an Act of the Alberta Legislature appropriating the proceeds of sale of the bonds of the company to the provincial revenue was ultra vires as derogating from the rights of the foreign bond holders and, therefore, being an Act "in relation