

which would, in the ordinary course, flow over one or the other route, they agree for a certain period of years to take this calculated proportion as the basis of their arrangement, and provide that accounts shall be kept on this footing, and that if the actual earnings of either set of lines shall differ from the estimate the difference shall be made good, after allowing for working expenses, by payments from one set of Companies to the other." The Vice-Chancellor proceeds to quote, with approval, the following passage from the judgment of Lord Justice Turner in the Shrewsbury case: "In determining questions of this nature, Courts of Justice, as I apprehend, are bound to consider not what in their judgment may be best for the interest of the public, but what was the scope and object of the law which was said to be infringed or attempted to be infringed." He proceeded further: "A good understanding between the different Companies conducting this traffic, though it may not in one sense be for the immediate advantage of the public, inasmuch as it may tend to raise fares, is, nevertheless, in the end beneficial, by preventing the ultimate raising of fares as the consequence of ruinous competition, and also by promoting the convenience of travellers. . . .

If one Company agree with another not to carry between particular places in consideration of having the forwarding of all the traffic beyond these limits, I see nothing objectionable in that. . . . In the first place let me consider what the shareholder's position is. His interest is to gain the largest possible amount of profit as between him and the Directors. If the Directors find that (without entering into any foreign speculation) the largest amount of profit is to be made by granting to other Companies a certain proportion of their traffic, and securing corresponding advantages to their own Company, it is not very obvious that the shareholder is injured. It would be difficult, no doubt, to find in the letter of the law any express authority for such an arrangement, because the Company is only authorized to construct its own line, to carry upon it, and to enter into contracts for through booking. There is no specific enactment to enable such an arrangement as I have mentioned to be carried out. Still, the question is whether the general powers of doing what may be necessary to carry on the traffic of the line do not cover the case, and I confess that but for the authorities on the subject I should feel much difficulty in saying that there is in such a course anything which a shareholder is entitled to treat as a wrong to himself." The Vice-Chancellor then considers the authorities, as to which he says there is in them "an unfortunate amount of conflicting