

calling of meetings to ratify the agreement in pursuance of the statutes in that behalf, failing which the agreement was to be of no effect.

The "traffic arrangements" clause of the railway act is very wide. It applies to "any railway company," it permits the railway companies to make agreements and arrangements for the regulation and interchange of traffic passing to and from the railways and for the working of the traffic over the said railways respectively, or for either of these objects separately, and for the division and appointment of tolls, rates and charges in respect of such traffic and generally in relation to the management and working of the railways. "and appoint" a joint committee or committees for the better carrying into effect any such agreement or arrangement with such powers and functions as may be considered necessary or expedient. The clauses in the Act incorporating the debentures and the amendments thereto enable them to enter into any arrangement with any other railway company or companies for the working of their railways and for the leasing and hiring any locomotives and generally to make any agreement or agreements with any other company touching the use of the railway and rolling stock of another railway, and touching any other service to be rendered, and the compensation therefor.

It was argued by the learned counsel for the plaintiff that these clauses did not in so many words sanction in all its details the arrangement made between the companies, and that on this ground it was invalid.

In *Winch v. Birkenhead*, 5 D. & G. and v. 579, much relied on by the plaintiffs, the Vice-Chancellor granted the injunction on the following conclusion at which he had arrived. "It appears to me, although the Birkenhead Company are not at all bound to be carriers, that what is called working the line is a duty that is imposed by the Act of Parliament upon them; and it appears to me, therefore, that the agreement is that they shall part with certain statutory powers which they have no authority to part with, and moreover, that they are to part with them to a body, who by their constitution cannot accept them."

The case of *Hare v. The London & N. W. Railway Company*, 2 I. & W. 80, in some respects closely resembles the present. Then there was an arrangement between two main lines of railway, the one called the West Coast, the other the East Coast, both starting at Lon-