

by the Government and the Company of their respective lines, which stipulation had not been carried out in the agreement, as there was no provision in it for a traffic arrangement.

Held, that the agreement embodied all the essential provisions of the original contract, and that the Government not having insisted on having running powers over plaintiffs' road was no reason why plaintiffs should be deprived of running powers over the Halifax and Windsor line; but that, on the other hand, the ground stated applied with great force to the action of the Dominion Legislature, under the Act of 1874, inasmuch as the Dominion Government having taken the road, under the provisions of an Imperial Act, clothed with a trust, the Dominion Legislature was thereby restrained from acting in violation of that trust.

Windsor & Annapolis Railway Co. v. Western Counties Railway Co..... 383

See also ULTRA VIRES.

WRITTEN CONTRACT affected by verbal representations.

See SPECIFIC PERFORMANCE, 1.

