

refusing to sell workmen's tickets on the cars, and in refusing to sell them to any persons but working men. The provision which defendants have broken was part of the consideration promised by them in return for the leave given them to use the streets of the city. It was an express contract entered into between plaintiffs and defendants, authorized by statute, and I see no ground for holding that an action to enforce it cannot be maintained by one of the parties to it without the aid of the Attorney-General . . . *Wilson v. Furness R. W. Co.*, L. R. 9 Eq. 28, at p. 34, last paragraph.

The remaining ground relates to the power of the Court to grant relief and the nature of the relief to be granted. Defendants have obtained from plaintiffs permission to lay their tracks in the public streets of the city, and to run their cars upon them, upon the faith of their promise to sell tickets on their cars at certain definite rates. After living up to this stipulation for 11 years, they have sought to alter the rates and to refuse to sell certain classes of tickets at all upon the cars, or to accept them from persons from whom, in my opinion, they were bound to accept them in payment of fares. In other words, they have endeavoured to charge higher fares than those which they agreed to charge in certain cases. Defendants had an undoubted right to submit their interpretation of the contract to the Courts for adjudication; but they have in the present action gone much further and contended that even if their interpretation should be held to be the wrong one, and that of plaintiffs the right one, plaintiffs, though having the right to enforce the agreement, were powerless, because of a supposed inability on the part of the Courts to compel defendants to perform it. They are endeavouring by this contention to retain the benefits of the agreement without performing the provisions upon which they obtained them. In *City of Kingston v. Kingston Electric R. W. Co.*, 28 O. R. 399, 25 A. R. 462, a similar contention was successfully raised, but in that case it was found that no relief could be given which did not involve a minute supervision over the working of defendants' line of railway.

In the present case what defendants have done is to run cars upon which they do not keep for sale to persons desiring the same the limited tickets called "workmen's tickets," contrary to sec. 19 (p.) of the by-law No. 664, embodied in the contract between plaintiffs and defendants.

If they are restrained from running cars upon which these tickets are not kept for sale, and this restriction is coupled with a declaration that they are bound to sell them