

opinion," and following the decision of the four judges of the Court of Queen's Bench, who decided that the contract in the Shrewsbury case was legal, he upholds the arrangement made in the case before him,—*The Midland Railway Company v. The Great Western Railway Company*, 8 ch. Ap. 411. The Master of the Rolls, relying upon *Winch v. Birkenhead Railway Company*, and *Beman v. Bufford*, concluded the agreement was illegal. As stated by the Master of the Rolls, the position of the Railways there was, "The Hertford Company having given up the entire control of their railways, the plaintiffs are to have the stations, to fix the fares, to have their own clerks, their own officers; nay, more, under the provisions of this agreement it is clear that the Hereford Company, though it may reserve the power, will not in truth reserve to themselves the real working of the line, or any part of it, or anything upon it. They will have no carriages, receive no fares, retain no stations, hire no servants." In appeal in Chancery this decree was reversed. In that case the arrangement as to fares and the compensation to be awarded to each Company was much more open to objection than in the present case. It is thus dealt with by the Court:—"It is said that this agreement enables the Midland Company to fix their fares, that is to say, the remuneration of the Hereford Company is to be dependent upon what the Midland themselves will get for the use of the line. I cannot find anything in the Act of Parliament which is to prevent a Company from fixing its remuneration in that way. I can see nothing that amounts to a delegation of authority. . . . It seems to me the only mode in which it can be done conveniently for both Companies is that there should be a division, one of the Companies having the carriage of the through traffic, that one of them should fix the whole price from terminus to terminus, and then that the Company on whose line the train is going should receive a certain proportion of the whole in accordance with the mileage. It is said that is not a toll. I do not know why it is not a toll. I do not know why a sum, fixed with reference to the gross receipts is not as much a toll as if it were fixed in any other way." In the following language Sir William James shews that an arrangement can be made as to the discharge of claims for compensation made against the companies, or either of them. "Then again it is said there is something in the clause with reference to the claims for compensation which is in some way against the policy of the law. I am unable to see anything objectionable in that. It provides that the claims for com