tion, although this recourse is today seldom, if ever, necessary in this connection. Some of the more striking cases may be briefly summarized. The provision in the charter of a railway company permitting it to set reasonable charges still left the legislature free to determine what charges were reasonable.[2042] However, when a railway agreed to accept certain rates for a specified period, it thereby foreclosed the question of the reasonableness of such rates.[2043] The grant to a company of the right to supply a city with water for twenty-five years was held not to prevent a similar concession to another company by the same city.[2044] The promise by a city in the charter of a water company not to make a similar grant to any other person or corporation was held not to prevent the city itself from engaging in the business.[2045] A municipal concession to a water company to run for thirty years, and accompanied by the provision that the "said company shall charge the following rates," was held not to prevent the city from reducing such rates.[2046] But more broadly, the grant to a municipality of the power to regulate the charges of public service companies was held not to bestow the right to contract away this power.[2047] Indeed, any claim by a private corporation that it received the ratemaking power from a municipality must survive a two-fold challenge: first, as to the right of the municipality under its charter to make such a grant, secondly, as to whether it has actually done so, and in both respects an affirmative answer must be based on express words and not on implication.[2048]

Doctrine of Inalienability as Applied to Eminent Domain, Taxing, and Police Powers.—The second of the doctrines mentioned above, whereby the principle of the subordination of all per-

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[2042] Railroad Comm'n Cases (Stone v. Farmers' Loan & Trust Co.), 116 U.S. 307, 330 (1886), extended in Southern Pacific Co. v. Campbell, 230 U.S. 537 (1913) to cases in which the word "reasonable" does not appear to qualify the company's right to prescribe tolls. *See also* American Bridge Co. v. Railroad Comm'n, 307 U.S. 486 (1939).

[2043] Georgia Ry. v. Town of Decatur, 262 U.S. 432 (1923). *See also* Southern Iowa Elec. Co. v. City of Chariton, 255 U.S. 539 (1921).

[2044] City of Walla Walla v. Walla Walla Water Co., 172 U.S. 1, 15 (1898).

[2045] Skaneateles Water Co. v. Skaneateles, 184 U.S. 354 (1902); Water Co. v. City of Knoxville, 200 U.S. 22 (1906); Madera Water Works v. City of Madera, 228 U.S. 454 (1913).

[2046] Rogers Park Water Co. v. Fergus, 180 U.S. 624 (1901).

[2047] Home Tel. & Tel. Co. v. City of Los Angeles, 211 U.S. 265 (1908); Wyandotte Gas Co. v. Kansas, 231 U.S. 622 (1914).

[2048] *See also* Puget Sound Traction Co. v. Reynolds, 244 U.S. 574 (1917). "Before we can find impairment of a contract we must find an obligation of the contract which has been impaired. Since the contract here relied upon is one between a political subdivision of a state and private individuals, settled principles of construction require that the obligation alleged to have been impaired be clearly and unequivocally expressed." Justice Black for the Court in Keefe v. Clark, 322 U.S. 393, 396–397 (1944).