

PURCHASE OF RIGHT OF WAY.

[By RAILWAY COMPANY.]

The bill alleged that tenants *pur autre vie* had sold and conveyed to a railway company land for their roadway. After the cesser of the life estate the parties entitled in remainder filed a bill against the vendors and the company, seeking discovery as to what estate or interest the vendors had conveyed, stating that the company *alleged* they had paid the vendors the full price of the fee in the land, and that they (the vendors) were liable to account for the price so paid, and prayed for an account and payment to the plaintiffs of a proper share or proportion thereof:

Held, on demurrer by the vendors, that no sufficient ground of equity was alleged against them; the plaintiffs, however, to be at liberty to amend their bill as they should be advised.

Owston v. The Grand Trunk R. W. Co., 93.

RAILWAY ACT.

The provisions of the Railway Act R. S. O. ch. 165, apply as well to cases where a sole arbitrator is appointed by the Judge, as where the owner names an arbitrator on his own behalf, to value lands taken for railway purposes. Therefore, where the owner had omitted to name an arbitrator, and a sole arbitrator was appointed by the Judge of the County Court, without notice of the intended application for his appointment having been given to the owner, and the arbitrator proceeded to ascertain the amount of compensation to be paid by the company:

Held, that the owner was not bound by the act of the arbitrator so appointed, and the company was restrained from proceeding with their works on the land until a proper application was made upon notice.

McGibbon v. North Simcoe Railway Co., 226.

RAILWAY COMPANIES.

By a special Act incorporating a railway company, it was enacted that the board of directors might "employ one or more of their number as paid director or directors," and by a resolution under the seal of the company, the board of directors appointed the plaintiff, one of their number, a paid director, as manager at a salary of \$1,000 a year, under which appointment \$500 accrued due to the plaintiff, but this the company refused to pay, contending that they were liable for expenses and disbursements only:

Held, that, although under the General Railway Act (C. S.