

EXPROPRIATION OF LAND—COSTS OF ARBITRATION—AWARD TAKEN UP AND FEES PAID BY LAND-OWNER—TAXING MASTER'S CERTIFICATE.

In *Shrewsbury v. Wirrall Railways Committee*, (1895) 2 Ch. 813; 12 R., Nov. 70, land had been expropriated for the purpose of a railway; the value of the land had been ascertained by arbitration and the value fixed at £11,865: the arbitrator's fees were £410, and the land-owner was entitled to the costs of the arbitration. He paid the arbitrator's fees and took up the award and claimed the right to tax, as part of his costs of arbitration, the fees paid to the arbitrator. The taxing officer disallowed them as not having been properly payable by the land-owner. On appeal to Romer, J., this ruling was affirmed, and the Court of Appeal (Lindley, Lopes and Rigby, L.JJ.,) agreed with Romer, J. The Act under which the expropriation took place provided that the arbitrators were to deliver their award to the expropriators, who were to retain the same, and on demand furnish a copy to the other party to the arbitration. The Court of Appeal therefore considered that the land-owner had voluntarily paid the arbitrator's fees for the purpose of getting possession of the award, which he was not entitled to; and therefore they were not properly any part of his costs of the arbitration, and even if they were, the Statute did not allow any appeal from the certificate of the taxing officer.

STATUTE OF LIMITATIONS—MONEY CHARGED ON LAND—PRESUMPTION OF PAYMENT OF INTEREST—REAL PROPERTY LIMITATION ACT, 1874 (37 & 38 VICT., C. 57) S. 8 (R.S.O. C. III, S. 1).

In *Re England, Steward v. England*, (1895) 2 Ch. 820; 12 R., Nov. 63, an appeal was had from the decision of Kekewich, J., (1895) 2 Ch. 100 (noted ante vol. 31, p. 438). It may be remembered that the point in controversy was whether, where land subject to a charge is devised to a tenant for life who is also entitled to the income of the charge for life, it can be presumed that the tenant for life has paid the interest on the moneys charged, so as to keep alive the claim in favor of the trustees of the charge, as against the estate of the person who created the charge and covenanted for its payment. The Court of Appeal (Lindley, Lopes and Rigby, L.JJ.,) agreed with Keke-