

the supply of electric lighting in a hotel for ten years from 1st May, 1902, and it was provided that either party might cancel the agreement by notice in writing if, after the expiration of five years, neither S. nor his heirs, executors, administrators or assigns should be owner, tenant or occupier of the hotel, alone or with other persons. The lease to S. extended only until 1st May, 1907. It gave him no right to a renewal, and he had no other interest in the building. He sold a half-interest in the lease to two persons with whom he formed a partnership in the hotel business, which was carried on till 1904, when the partnership terminated by his death and the defendants were appointed administrators to his intestate estate. The affairs of the partnership were settled between the defendants and the surviving partners who became transferees of the business, exclusive owners of the lease and sole occupants of the hotel for the unexpired term. They gave notice to the plaintiffs to cancel the agreement, and on 1st May, 1907, obtained a new lease of the premises under which they continued in occupation and possession.

Held, that after 1st May, 1907, the new tenants were not assigns of S. and consequently, were entitled to cancel the agreement for electric lighting by notice according to the proviso. Appeal dismissed with costs.

G. F. Henderson, for appellants. *Orde and Powell*, for respondents.

Railway Board.]

[Dec. 13, 1907.

GRAND TRUNK RY. CO. v. ROBERTSON.

*Passenger tolls—Third-class fares—Construction of statutes—
Repeal—Amendments by subsequent railway legislation.*

The legislation by the late Province of Canada and the Parliament of Canada since the enactment of section 3 of the statute of Canada 16 Viet. c. 37, in 1852, has not expressly or by implication repealed the provisions of that section requiring third-class passenger carriages to be run every day upon the line of the Grand Trunk Railway of Canada, between Toronto and Montreal, on which the fare or charge for each third-class passenger shall not exceed one penny currency for each mile travelled. Appeal dismissed with costs.

Nesbitt, K.C., for appellants. *Curry*, K.C., for respondent. *Baily*, K.C., for Ontario Government.