

bound to pay a sum sufficient to reimburse the city all expenditure incurred in diverting the street, and in establishing it as diverted in the same condition as the portion to be closed, but there is no provision for the maintenance and care of the additional strip of roadway rendered necessary by the diversion. . . .

So far as the interests of the public are concerned, they do not appear to have been furthered. No person seems to be benefited except the Waterous Co., with whom the scheme originated.

Appeal dismissed with costs.

NOVEMBER 14TH, 1904.

C.A.

TORONTO GENERAL TRUSTS CORPORATION v.
CENTRAL ONTARIO R. W. CO.

Railway—Mortgage on Undertaking—Bonds—Interest Coupons—Arrears—Real Property Limitation Act—Covenant—Acknowledgment.

Appeal by defendants Blackstock and Weddell from judgment of BOYD, C., 2 O. W. R. 946, 6 O. L. R. 534, dismissing appeal from report of local Master at Belleville, who allowed defendant Ritchie, the respondent, to prove in his office a claim for interest upon certain railway bonds for a period exceeding 6 years before action.

The appeal was heard by MOSS, C.J.O., OSLER, MACLENNAN, GARROW, MACLAREN, J.J.A.

T. P. Galt, for appellants.

A. B. Aylesworth, K.C., and J. H. Moss, for defendant Ritchie.

GARROW, J.A.—The bonds in question were issued by defendant railway company pursuant to statutory powers in that behalf, and were secured by a first mortgage dated 1st April, 1882, upon the railway, its lands, rolling stock, tolls, revenues, and present and future property and effects, franchises, and appurtenances of every description; the principal payable on 1st April, 1902, and interest in the meantime at 6 per cent. half-yearly on the 1st days of October and April in each year on the surrender of coupons annexed, as they severally became due, for such interest.