

costs. Where there are several parcels of land in one mortgage, and the equity is purchased by different persons, it is proper to reserve the right of any purchaser of part to claim contribution when the costs of the action, or part thereof, have been paid by the other purchasers, making a total payment in excess of full costs. In this case nothing of that kind appeared.

The proviso in the mortgage was equivalent to a covenant running with the land, and the purchaser had the right, as the mortgagor had, to obtain a release of the lots upon payment of \$360 upon each with the addition of costs.

The appellant Robertson was not prejudiced by the Master's certificate being granted without notice to him.

Both appeals dismissed without costs.

RIDDELL, J.

DECEMBER 18TH, 1916.

RE CAMPBELLFORD LAKE ONTARIO AND WESTERN
R.W. CO. AND NOBLE.

*Railway—Expropriation of Land — Compensation — Quantum —
Award—Appeal.*

An appeal by Noble under the Railway Act of Canada from a majority award of arbitrators appointed to determine the amount to be paid to the appellant for lands taken for the railway.

D. H. Chisholm, for the appellant.

J. D. Spence, for the railway company.

RIDDELL, J., in a written judgment, said that in the argument it was made to appear that the case was almost on all fours with *Re Ruddy and Toronto Eastern R.W. Co.* (1915), 7 O.W.N. 796, and in the Supreme Court of Canada (not reported), and it was agreed that the decision upon this motion should be reserved until the disposition by the Judicial Committee of the further appeal which had been permitted in the *Ruddy* case. The Judicial Committee having now dismissed that appeal, the learned Judge proceeded to dispose of the present appeal. He said that, while he would have given a much larger sum to the appellant—perhaps influenced to a certain extent by a long personal knowledge of the property—it was impossible to allow the appeal consistently with the principles laid down in *Ruddy's*