

contained in the lease ; the alleged breach consisting in obstructions of the highway fronting the premises caused by an assemblage of carts for the purpose of constructing the plaintiffs' line of railway, and also for a structural injury caused by the plaintiffs to the house on the aforesaid premises caused by the plaintiffs' operations, and also for blocking up a passage for three or four days over which the defendant had a right of way. It was not alleged that the plaintiffs had exceeded their statutory powers or exercised them negligently. Bryne, J., who tried the action, dismissed the counter-claim, being of opinion that no action would lie against the plaintiffs for anything done by them under their statutory powers, the only remedy for any injury resulting therefrom, being under the compensation clauses of the Railway Act, and though the covenant for quiet enjoyment was binding on the company, yet that acts authorized by this statute could not be deemed a breach of it, and with this the Court of Appeal (Lindley, M.R. and Chitty and Collins, L.JJ.) agreed.

LUNACY—COMMITTEE OF PERSON, LIABILITY OF TO ACCOUNT.

In *Strangways v. Read* (1898) 2 Ch. 419, the plaintiffs were the executors of a deceased lunatic and they claimed an account from the defendants who were the committee of her person. By an order of Court the committee of the estate was authorized to pay to the committee of the person £2500 per annum for the maintenance of the lunatic, and it also provided for the keeping up of an establishment, and that the committee of the person should be at liberty to reside with the lunatic, and have the use of horses and carriages and other effects of the lunatic. For the convenience of the committee of the person the allowance was paid quarterly in advance. A quarter's payment was made on the 29th October, 1896, and thirteen days afterwards the lunatic died. The plaintiffs claim that the defendants should repay £528, being a proportionate part of the allowance for the period subsequent to the death of the lunatic, or in the alternative, for an inquiry of what was properly payable for the thirteen days and payment of any surplus which might be found in defendants' hands. Romer, J., held that the plaintiffs were entitled to an inquiry as to what sum should be allowed for the thirteen days' maintenance. He distinguished *Re Ponsonby* 3 Dr. & War. 27, where it was held that the committee of the person is entitled to the benefit of the savings from the lunatic's maintenance, on the ground that that rule only applies