be treated as a lawful taking by the purchaser, and, unless in special circumstances, he should be liable to pay interest on his purchase money from that date. And it has been uniformly held by the Courts of this province that, when some land is taken, and other land is injuriously affected, the amounts awarded in respect of both subjects are to be treated as purchase money: Re Macpherson and City of Toronto, 26 O. R. 558. The rule is different when no land is taken, and the claim is solely for compensation in respect of land injuriously affected: In re Leak and City of Toronto, 26 A. R. 35, 30 S. C. R. 321. The actual decision in the case cited of Re Canadian Northern R. W. Co. and Robinson, 17 Man. L. R. 396, so far as it dealt with the right to interest, turned upon the special facts of the case.

Whether or not it was strictly correct for the arbitrators to award the interest in terms does not seem very material. Perhaps sec. 205 of the Railway Act might, if necessary, be invoked in the claimant's favour.

In any case, it is not the province of this Court to set aside the award on technical grounds, but to hear an appeal from it. And, as the claimant is entitled to the interest, no substantial wrong has been done by stating it in the award.

I would allow the appeal to the extent of reducing the award from $30,607 to $20,000, and there should be no costs of the appeal to either party.

MEREDITH, J.A., agreed in the result, for reasons stated in writing.

OSLER, GARROW, and MACLAREN, JJ.A., also agreed.

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MARCH 24TH, 1910.

## ATTORNEY-GENERAL FOR ONTARIO v. DEVLIN.

*Crown Patent—Revocation—False Representation as to Performance of Settlement Duties—Part of Land Cleared—Evidence—Affidavit—Report—Crown Misled by False Statement.*

Appeal by the Attorney-General from the judgment of LATCHFORD, J., at the trial, dismissing the action, which was brought to obtain a revocation of a patent from the Crown granting to the defendant the north half of lot 19 in concession B. of the township of Widdifield, in the district of Nipissing, which, it was alleged, had been procured by the defendant by falsely represent-