

RAILWAY—EXPROPRIATION OF LAND—COMPENSATION — SPECIAL ADAPTABILITY OF LAND.

Sidney v. North Eastern Ry. (1914), 3 K.B. 629. In this case the question was as to the proper basis of compensation for land expropriated for railway purposes. Part of the main line was laid upon land in which the company had only a leasehold interest. The lease being about to expire the company instituted proceedings to acquire it compulsorily. There were in the immediate neighbourhood two collieries from which the way to their port of shipment was over this particular piece of railway, and if on the expiry of the lease it had been offered for sale it is possible the collieries would have competed for it with the railway. On a case stated by an umpire appointed to fix compensation, a Divisional Court (Avorv, Rowlatt, and Shearman, JJ.), held that the arbitrator was entitled to take into consideration the special adaptability of the land for railway purposes arising out of its nearness to the collieries and of the possible competition between the colliery owners and the railway for its ownership; but not the fact of the existence upon the land of an integral part of the railway's main line.

RESTRICTIVE COVENANT — COVENANT RESTRICTING USER OF LAND
—COVENANT NOT RUNNING WITH THE LAND AT LAW—COVEN-
ANTEE HAVING NO ADJOINING LAND—PURCHASER WITH NOTICE
OF RESTRICTION.

London County Council v. Allen (1914), 3 K.B. 642. This was an action to enforce a restrictive covenant made in the following circumstances. The owner of certain land including that now in question applied to the County Council under a statute in that behalf to lay out a new street on the land. The council gave its consent upon the owner giving a covenant not to build on that part of the land now in question without the council's consent, the object being to afford facilities to extend the proposed new street. The defendant purchased this plot with notice of the covenant and was proceeding to build on it without the council's consent and the action was brought to restrain him from so doing. The council owned no land for the benefit of which the covenant was imposed. The Court of Appeal (Buckley, Kennedy, and Scrutton, L.JJ.), held, overruling the judgment of Avory, J., that the plaintiffs in these circumstances were not entitled to enforce the covenant and that the doctrine