

ning from the City of Toronto into the Township of York, the line of railway being at the place in question the boundary between the two municipalities, and ordered the cost of maintenance to be paid in certain proportions by the railway company, the city, the township, and the county.

Held, per BURTON, C.J.O., and MACLENNAN, J.A., that, assuming the validity of legislation conferring jurisdiction on the Railway Committee, their powers were limited to persons or municipalities invoking the exercise of their jurisdiction, and that their order was invalid so far as it imposed a burden upon the township and county.

Per OSLER, J.A., that the legislation was *intra vires*, and that the township and county were persons interested within the meaning of the Act, and subject to the jurisdiction of the Railway Committee.

Per MEREDITH, J., that the legislation was *intra vires*, but that the county was not a person interested, not being under any responsibility for the maintenance of the highway in question.

Per Curiam, that the decision of the Railway Committee upon a subject, and in respect of persons, within its jurisdiction, cannot be reviewed or interfered with by the court. In the result the judgment of ROSE, J., 27 O.R. 559, was allowed as to the County of York, and dismissed as to the Township of York.

Aylesworth, Q.C., for the Township of York. *C. C. Robinson*, for the County of York. *Robinson*, Q.C., and *A. MacMurchy*, for the Canadian Pacific Railway Company. *J. R. Cartwright*, Q.C., for the Attorney-General for Ontario.

From Falconbridge.]

FAWKES v. GRIFFIN.

[Jan. 11.

Receiver—Money in hands of—Payment into Court—Default—Attachment—Order for—Motion to rescind—Delay—Irregularities—Specific order for payment—Punishment—R.S.O. 1887, c. 67, ss. 6, 11—Understanding between receiver and solicitor—Claim of receiver upon money in his hands.

On June 27, 1895, an order was made in this action by consent, appointing the defendant's solicitor receiver in the action until Sept. 3, 1895, to collect the rents of the premises in question, and directing that he should pass his accounts before the Master, and pay into court the balance which might from time to time be certified to be in his hands. On August 28, 1895, the plaintiff's solicitor wrote to the receiver, asking that the matter might remain as it was until October. The receiver swore that he thereupon called on the plaintiff's solicitor, and an understanding was arrived at between them by which he was to continue to act as receiver until a motion should be made to dissolve or continue the injunction, and that all moneys which he collected as receiver were to remain in his hands until the disposition of the action, when he undertook to pay them over, and on this understanding he consented to allow the motion to continue the injunction to stand *sine die*. In Oct., 1895, the receiver passed his accounts, and on the 22nd of that month the Master certified that \$266.64 was in the receiver's hands to be paid into court as directed