

the fact that the same question was raised in three cases, it may be inferred that the railway companies were not satisfied with the point decided, and accordingly in the recent case to which we have already referred they have made a bold attempt to have them overruled in the Court of Appeal. The case is *The Mayor, &c., of Bury v. The Lancashire and Yorkshire Railway Company*, 20 Q. B. D. 485. The result is that the previous decisions have been unanimously affirmed by the Court of Appeal. The Master of the Rolls said: "One thing is quite clear, that whatever works section 46 compels the railway company to execute, it likewise compels them to maintain for ever. In ordinary English a bridge includes the roadway upon it, over which people are to pass. If the railway company are to make that, as I think they are, they are also to maintain it." Fry, L.J., added some important observations upon the duty of the company as to the repair of the approaches to the bridge. It was argued, he said, that the "approaches" did not include the metalling on the arches or embankments, or whatever might be the substructure of the approaches. But surely the approach to a bridge must be something by which the bridge might be approached by the kind of traffic for which the bridge was to be used, and, therefore, must include the metalling of the roadway. If so it would be a monstrous conclusion that the company should be bound to repair the metalling of the roadway to the approaches, but not of the roadway of that of which they were approaches. It will be seen that, according to the decision of the Court of Appeal, a railway company is bound to keep in repair the roadway and the approaches to and upon a bridge which is carried over a railway, but the case where the railway is carried by means of a bridge over a highway is different, and depends upon different considerations. It will be observed that section 46 must necessarily differ in its application to such a case, for it provides that such bridge and the immediate approaches and all other necessary works connected therewith shall be executed and maintained by the company. The bridge in this case is the bridge which crosses the roadway, and no doubt the company are bound to keep that bridge in repair, but it was by no means clear whether the section has provided for the repair of the road under the bridge by the railway company. It was accordingly decided in two Irish cases, *Waterford and Limerick Railway Company v. Kearney*, 12 Ir. C. L. R. 224, and *Fosberry v. Waterford and Limerick Railway Company*, 13 Ir. C. L. R. 494, that the company were not bound to repair the road under the bridge. These cases were followed by the Court of Queen's Bench in England in *The London and North-Western Railway Company v. Skerton*, 28 J. P. 518; 5 B. and S. 559. There it was held that where the railway was carried over the highway by a bridge, the roadway being lowered to allow vehicles to pass under the bridge, the company were not bound to keep the slopes of the roadway in repair as being approaches to the bridge within the meaning of section 46. The result is that while in the first case where the road crosses the railway the company are bound to keep the roadway over the railway and the approaches in repair; in the second case where the railway crosses the road, even although the road may have been lowered to admit of the railway being carried across it, the company are under no liability to repair the roadway or the approaches to the bridge.—*Justice of the Peace.*