

Held, ARMOUR, J., dissenting, that the effect of this arrangement was properly held at the trial to be to make B. the principal debtor to the bank for the amount of the note, and the plaintiff and O. his co-sureties therefor; and upon payment thereof, that the plaintiff was equitably entitled to the twenty-four shares held by O., his co-surety, as security against his liability on the note.

Quere, whether interpleader is a proper remedy in such a case, and whether the shares could be seized and sold by the sheriff. *Per* HAGARTY, C. J.—Some proceeding to which O. & B. were parties, in which the title to the shares could be cleared up, would be a better remedy.

Per ARMOUR, J.—The question raised could not be properly adjudicated upon without O. & B. being parties; the plaintiff and O. were not sureties, but the plaintiff was the creditor, B. the principal debtor, and O. the surety; and on default the plaintiff was entitled to compel O. to realize the security which he held, and apply it towards payment of the debt. *Trerice v. Burkett*, 80.

See SHIPS.

PUBLIC SCHOOLS.

Public school moneys not protected by township treasurer's bond.—*See* MUNICIPAL CORPORATIONS, 3.

PURCHASER FOR VALUE WITHOUT NOTICE.

See SALE OF LAND, 3.

RAILWAYS AND RAILWAY COMPANIES.

1. *Point of commencement*—"From," meaning of—*Eminent domain*—*Expropriation of lands already devoted to public uses.*—The charter of the Canada Atlantic Railway Company, reciting in the preamble that the line of railway which it was proposed to construct, would afford the shortest and most convenient connection between the cities of Ottawa and Montreal, authorized the company to construct a their track from the city of Ottawa to, &c. The head office was to be in Ottawa.

Held, that they had the right to enter the city and construct from a point within its limits.

The city passed resolutions providing for a lease of right of way to the company over lands expropriated by the city for water-works purposes, under 35 Vic. ch. 80 (O.)

Held, that though *prima facie* the only right intended to be conferred on a company is that of expropriating the private property of individuals or corporations, and not property already devoted to public uses, or already expropriated under other Acts, yet under some circumstances the right to make such expropriation might exist, and if so, then the city would have the corresponding power to convey; and as the applicant had not shewn to the Court that circumstances did not exist under which the railway company could take the land, the Court would not assume that the city had committed a breach of trust in passing the resolutions.

Held, also, that there was nothing in the resolutions authorizing the railway to cross the streets at a grade different from that prescribed by the Railway Act of 1879. *In re Bronson*