

MAGEE, HODGINS, and FERGUSON, JJ.A., concurred.

MEREDITH, C.J.O., in a short written judgment, said that he agreed with the conclusion of MACLAREN, J. A.; and merely added that, but for the decision in *Imperial Paper Mills of Canada Limited v. Quebec Bank*, 110 L.T.R. 91, he would have thought it open to serious doubt whether counsel for the appellants was not right in his contention that, in order to validate a security under clause (b), the advance must be made at the time the written promise or agreement is given.

Appeal dismissed with costs

FIRST DIVISIONAL COURT.

JULY 4TH, 1917.

*RE McALLISTER AND TORONTO AND SUBURBAN
R.W. CO.

Railway—Expropriation of Land—Compensation—Award—Quarry of Stone—Jurisdiction of Arbitrators—"Minerals"—Ontario Railway Act, R.S.O. 1914 ch. 185, secs. 90 (15), 133, 135—Determination of Question by Court on Appeal from Award.

Appeal by the land-owner, McAllister, from an award made by the majority of the arbitrators appointed to determine, under the Railway Act of Ontario, the compensation to be paid to him for land expropriated by the railway company for the purposes of its railway, and for the severance of his land by the taking of part, and by reason of injury and loss to that part of the property known as "the quarry," and by cutting off access to the river Speed, and by interference with the land and means of approach at the westerly end of the property, and otherwise injuriously affecting his other lands by the exercise of the company's powers.

The majority award fixed the compensation at \$4,573.70; and the land-owner appealed upon the ground that an additional sum of \$4,860 and interest should have been allowed.

The appeal was heard by MEREDITH, C.J.O., MACLAREN, MAGEE, HODGINS, and FERGUSON, JJ.A.

M. K. Cowan, K.C., and W. E. Buckingham, for the appellant.

R. B. Henderson and Christopher C. Robinson, for the respondent company.