by severance must be that the lands taken are so connected with, or related to, the land left, that the owner of the latter is prejudiced in his ability to use or dispose of them to advantage by reason of the severance. The bare fact that before the exercise of the compulsory power to take land he was the common owner of both parcels is insufficient, for in such case taking some of his land does no more harm to the rest than would have been done if the land taken had belonged to his neighbour . . ." The owner of the lands taken in this case was, as the Committee found, "one owner of many holdings, but there was not one holding, nor did his unity of ownership conduce to the advantage or protection of them all as one holding," and therefore, as the Committee held, the claim for damages for severance could not be maintaied. The claim in respect of vibration, noise and smoke was, the Committee, held, a claim arising out of the prospective use by the railway of the land taken, and was, as the Committee held, quite distinct from damage caused by the construction of the railway, and "it is well settled by decisions of the highest authority" that the use of land taken does not give rise to a claim for compensation.

COMPANY—DIRECTORS—BREACH OF DUTY—RATIFICATION BY GENERAL MEETING—VOTING POWER OF DIRECTORS.

Cook v. *Deeks* (1916) A.C. 554. This was an appeal from the Appellate Division of the Supreme Court of Ontario 33 O.L.R. 209. The facts were that three directors of a construction company in breach of their duty as directors obtained a construction contract for themselves, to the exclusion of the company and thereby in effect became trustees of the benefits of the contract for the company. By their votes as holders of three-quarters of the issued shares of the company they passed a resolution at a general meeting of shareholders declaring that the company had no interest in the contract. The Court below held that the resolution was valid and binding on the company, but the Judicial Committee of the Privy Council (Lord Buckmaster, L.C., and Lords Haldane, Parker and Sumner), were of the opinion that the benefit of the contract belonged in equity to the company and that the three directors could not validly use their voting power to deprive the company of that benefit and vest it in themselves. They accordingly directed an account for the benefit of the company, but gave the conduct of the proceedings to the plaintiff.