

missed the application, and his judgment was affirmed by the Court of Appeal of British Columbia. The Judicial Committee of the Privy Council (Lords Moulton, Parker and Sumner), without calling on the respondents, dismissed the appeal, there being no evidence of any bad faith or improper conduct on the part of the municipality, and their Lordships being of the opinion that a transaction does not constitute the giving of a bonus "merely because steps taken in the public interest are accompanied by benefit specifically accruing to private persons," though if the only parties benefited had been the company to whom the lease was made, it might have been otherwise.

CANADA—ALBERTA RAILWAY ACT (STATUTE OF ALBERTA, 1907, c. 8), s. 82 (3)—RAILWAY ACT (R.S.C., c. 37), s. 8—B.N.A. ACT (30-31 VICT. c. 3), ss. 91, 92.

*Attorney-General of Alberta v. Attorney-General of Canada* (1915) A.C. 363. By the Railway Act of Alberta, Stat. 1907, c. 8, s. 82 (3), it is provided that a railway company authorized by that Act may, with the approval of the Lieutenant-Governor, take possession of, use or occupy the lands belonging to any other railway company, and purports to apply that provision to every railway authorized otherwise than under the legislative authority of the province, "in so far as the taking of such lands does not unreasonably interfere with the construction and operation" of the railway whose lands are taken. The question submitted for the consideration of the Judicial Committee (Lord Haldane, L.C., and Lords Moulton and Sumner and Sir Charles Fitzpatrick and Sir Joshua Williams) was whether this provision was valid so far as it purported to affect railways under Dominion control, and their Lordships held that it was not, and that it would not be *intra vires* even if the word "unreasonably" were omitted, affirming the judgment of the Supreme Court of Canada, 48 S.C.R. 9.

VENDOR AND PURCHASER—TIME FOR COMPLETION—UNNECESSARY DELAY—NOTICE MAKING TIME OF THE ESSENCE—REASONABLENESS OF NOTICE—RETURN OF DEPOSIT.

*Stickney v. Keeble* (1915), A.C. 386. This was an action by a purchaser of land to recover his deposit on the ground of failure to complete pursuant to notice. The contract did not provide that time should be of the essence of the contract. The day fixed for completion was October 11. At the date of the contract the defendants had no legal title to the land, it being