

PROWLING ASSIGNEE.

See "Lost Deed."

PUBLIC LANDS' ACT.

It is the duty of this Court to give as large and liberal an interpretation to the provisions of the Public Lands' Act as they will justly bear, otherwise many cases of flagrant wrong will go unredressed,

The Attorney-General et al. v. Contois et al., 346.

PURCHASE OF EQUITY OF REDEMPTION.

Although a purchaser from the mortgagor of the equity of redemption, covenants with him to pay off the mortgage debt, this, owing to the want of privity, affords no ground for the mortgagee proceeding against the purchaser either at law or in equity, to compel him to perform his covenant.

Clarkson v. Scott, 373.

RAILWAY COMPANY.

1. A railway company covenanted with a municipal corporation to erect, keep, and maintain a permanent freight and passenger station at a village named. *Held*, that the erection of buildings, without providing a station master, ticket office, baggage master, or other servants to receive or forward goods, was not a compliance with the covenant.

The Corporation of the Township of Wallace v. The Great Western R. W. Co., 86.

2. After entering into such a covenant, the railway company leased the road to another railway company for 1,000 years, and the latter company agreed to equip, maintain and work the line so leased.

*Held*, that the covenant with the municipality was binding on the latter corporation, and that the municipality was entitled to a specific performance of the covenant as to the station. *Id.*

[Affirmed on Appeal, 25th June, 1878.]

3. In treating with the owner of lands for the right to cross the same by a railway, or in proceedings before arbitrators appointed between him and the company, with a view to ascertain the amount of compensation, the solicitor acting for the company at the arbitration, is not qualified to enter into any special agreement binding the company to construct and maintain a crossing.

Wood v. Hamilton and North-Western R. W. Co., 135.