

butaries flow. Owing to these the land in that part is broken and rendered difficult of access. . . . The most important and serious drawback was that arising from the necessity to ascend and descend the steep hill road, to and from the uplands, with loaded vehicles, farming implements, and teams. . . .

The road-bed embankment of the railway intersects both of the present roadways at a height of six or seven feet above their present grade. So far as the grade is concerned, there is little difficulty in overcoming it. But the main complaint, and that upon which the greatest stress was laid before the arbitrators, is, that passing to and fro between the buildings and the uplands with horses, cattle, vehicles, and farm implements, now involves crossing the railway twice and opening and closing four gates, together with the delay and risk attendant thereon. . . .

To my mind, it is clearly established by the evidence of competent engineers of undoubted standing and ability—and indeed it is not very strenuously combatted by engineers called on behalf of the claimant—that it is quite feasible, and indeed a comparatively simple matter, to construct a roadway to the west or north-west of the railway right of way which will furnish a convenient and safe means of access to and between the buildings and the uplands, and so put an end to all necessity for crossing the railway in the working of the upland portion of the farm. . . .

The land taken . . . comprises about $4\frac{1}{2}$ acres, on which stood two buildings and some 13 or 15 apple trees. The evidence as to the actual value of these items was, of course, conflicting, but, giving the claimant the benefit of the testimony adduced on his behalf, a liberal allowance for them would be: the land itself, \$1,100; the buildings, \$2,000; the apple trees, \$300—\$3,400. Deducting this sum from \$30,607, the amount of the award, there remains \$27,707 as damages allowed. In this, of course, would be included compensation for the double crossing of the railway in the working of the uplands But, if due or any reasonable weight be given to the evidence, the removal of this cause of complaint can be readily effected at an expense of \$3,000 an ample allowance in respect of this alleged injury. . . . If it be said that this does not take into account the wear and tear, and that an allowance should be made for up-keep . . . the sum of \$1,000 would provide \$50 a year—more than ample to cover the cost of up-keep and maintenance. Adding, therefore, \$1,000 to the \$3,000, and thus allowing \$4,000 under these heads, there would still be not less than \$23,207 coming to the claimant as compensation for injury or depreciation