

Bd. Ry. Comm.]

[March 30.]

OTTAWA ELECTRIC RAILWAY CO. v. CITY OF OTTAWA.

*Board of Railway Commissioners—Jurisdiction—Construction of subway—Apportionment of cost—Person interested or affected—Street railway—Agreement with municipality.*

The power of the Board of Railway Commissioners under s. 186 of the Railway Act, 1903, to order a highway to be carried over or under a railway is not restricted to the case of opening up a new highway, but may be exercised in respect to one already in existence.

The application for such order may be made by the municipality as well as by the railway company.

The Board, on application by the City of Ottawa, ordered a subway to be made under the tracks of the Canada Atlantic Railway Co. where it crosses Bank Street the cost to be apportioned among the city, the A. C. Ry. Co. and the Ottawa Electric Ry. Co. By an agreement between the Electric Co. and the city, the company was given the right to run its cars along Bank Street and over the railway crossing, paying therefor a specified sum per mile. The company appealed from that portion of the order making them contribute to the cost of the subway, contending that the city was obliged to furnish them with a street over which to run their cars and they could not be subjected to greater burdens than those imposed by the agreement.

*Held*, that the Electric Co. was a company "interested or affected" in or by the said work within the meaning of s. 47 of the said Railway Act, and could properly be ordered to contribute to the cost thereof.

*Held*, further, that there was nothing in the agreement between said company and the city to prevent the Board making said order or to alter the liability of the company so to contribute. Appeal dismissed with costs.

G. F. Henderson, for appellants. McVeity, for City of Ottawa. Chrysler, K.C., for C. A. Ry. Co.

B.C.]

LASELL v. HANNAH.

[April 6.]

*Company—Transfer of shares—Illegal consideration—Fraud—Officers of company—Breach of trust.*

With a view to overcoming the financial difficulties of a mining company and securing control of its property the manager entered into a secret arrangement with the respondent whereby the latter was to acquire the liabilities, obtain judgment thereon, bring the property to sale under execution and purchase it for