

Great Western Railway Co. should certify that any such difficulties intervened then within twelve and a half chains from the said angle of said lot."

It was proved that the principal inducement to the ratepayers and council for granting this bonus was the undertaking of the company to erect and maintain a permanent passage and freight station at the village of Gowanstown. The necessary buildings were accordingly erected and maintained for sometime by the Great Western Railway Co., who were lessees of the road, but the station was afterwards disused. The municipality thereupon filed a bill against both the railway companies for the purpose of compelling them to continue and use the station and buildings.

SPRAGGE, C., before whom the cause was heard, thought that the Great Western Railway Co. was bound by the agreement between the plaintiffs and Wellington, Grey & Bruce Railway Co., and made a decree as against the Great Western Railway Co. with costs, and dismissed the bill as against the Wellington, Grey & Bruce Railway Co. with costs.

GOYEAN V. GREAT WESTERN RAILWAY CO.

Chancellor]

[Sept. 12.]

Railway terminus—Land conveyed on condition.

The plaintiff on the representations of parties interested in the location of the western terminus of the Great Western Railway, conveyed to the company a lot of land in the town of Windsor, without any money consideration being paid therefor, the deed reciting that the same was conveyed for the purpose and on the condition that the terminus should be placed there, and "the execution of which condition was the real consideration for this grant." The company did construct the necessary buildings for the purpose of the terminus, including passenger and freight stations, and continued to use them for several years, when they discontinued the use of the passenger station, and were about establishing it in another locality. On a bill filed to restrain the company from doing so,

The Court (SPRAGGE, C.) held, that the company were bound to retain the terminus on the properties conveyed to them by the plaintiff and one Hall, or in default, the land conveyed by the plaintiff should revert in him; and ordered the company to pay the plaintiff his costs of suit: and, if plaintiff desired it, directed a reference to the Master at Sandwich to ascertain and report whether the condition had been performed.

WILSON V. McCARTY.

Chancellor.]

[Sept. 26.]

Partnership—Interest on capital.

In this case, two partners, Wilson & McCarty, agreed each to furnish a certain amount of capital wherewith to carry on business together in partnership. In pursuance thereof, Wilson did bring in the amount stipulated, but McCarty never brought in any sum. In a proceeding afterwards to wind up the partnership estate, Wilson claimed to charge McCarty's representatives with interest on the amount agreed to be paid, which claim the Master at Barrie refused to accede to, and on appeal, this ruling of the Master was sustained.

SPRAGGE, C., in dismissing the appeal on that ground, referred to the language of Lord Hathorley, when Vice-Chancellor, in the case of *Rish-ton v. Grissell*, L. R. 5 Eq. 326, "No interest is chargeable by one partner against a co-partner . . . The express point has been decided in this Court, that, unless there be an express stipulation or a particular course of practice shewn by the partnership books to the contrary, interest between partners is not allowed."

CORRESPONDENCE.

The Law of Dower.

TO THE EDITOR OF THE LAW JOURNAL :

I stated in my last letter some reasons why the inchoate right should be considered as within secs. 5 and 11 of the C. S. U. C. cap. 90; and here I propose to dwell for a short time upon the case of *Allen v. Edinburgh, L. A. Co.* 19 Gr. 248, where the point actually arose. The Court there held, that the wife's interest was not available for creditors, and an injunction restraining the sale of the right under execution was granted. The learned Chancellor seems to have decided the case solely upon the authority of *McAnnany v. Turnbull*, 10 Gr. 298. His Lordship argues that if the interest in that case were that of a wife, the question is already decided there, and that case must be followed. But the word "widow," which is therein used, points to the fact, that it is the consummate right to dower which