
 REPORTS AND NOTES OF CASES.

 Dominion of Canada.

 SUPREME COURT.

Board of Railway Commrs.]

[Dec. 6, 1911.]

CLOVER BAR COAL CO. v. HUMBERSTONE.

Board of Railway Commissioners—Jurisdiction—Private siding—Construction of statute—Railway Act, R.S.C. 1906, c. 37, ss. 26a, 226—8 & 9 Edw. VII. c. 32, s. 1 (D.).

Notwithstanding provisions in an agreement under which a private industrial spur or siding has been constructed entitling the railway company to make use of it for the purpose of affording shipping facilities for themselves and persons other than the owners of the land upon which it has been built, the Board of Railway Commissioners for Canada, except on expropriation and compensation, has not the power, on an application under section 226 of the Railway Act (R.S.C. 1906, c. 37), to order the construction and operation of an extension of such spur or siding as a branch of the railway with which it is connected. *Blackwoods Limited v. The Canadian Northern Railway Co.*, 44 Can. S.C.R. 92, applied, Duff, J., dissenting. Appeal allowed with costs.

J. H. Leach, K.C., and W. L. Scott, for appellants. Chrysler, K.C., for respondents.

Sask.]

MARCH BROS. & WELLS v. BANTON.

[Dec. 6, 1911.]

Vendor and purchaser—Condition of agreement—Sale of land—Payment on account of price—Cancellation—Notice—Return of money paid—Rescission—Form of action—Practice.

An agreement for the sale of lands acknowledged receipt of \$600 on account of the price and provided, in the event of default in the payment of deferred instalments, that the vendor might, on giving a certain notice, declare the agreement null and void and retain the moneys paid by the purchaser. On default by the purchaser to make payments according to the terms