is that it prescribes in a concise referential manner for the disposal of the goods when seized, in the same manner as goods seized for rent.

A mortgage pursuant to this Act, embracing all its clauses, contained, as an addition to the release clause, the following:—"And the mortgagor doth attorn to and become tenant at will to the mortgagees, subject to the said proviso." The "said proviso" was the defeasance clause.

Held [OSLER, J., dissenting], that though the relation of landlord and tenant may have been thereby created, yet there having been no rent fixed, the power to distrain did not arise, and the plaintiffs could not claim a landlord's right. as against an execution, creditor to payment of a year's arrears of interest on their mortgage, before removal by the Sheriff.

The relation of landlord and tenant may, notwithstanding, be created by proper words between mortgagee and mortgagor, for the *bona fide* purpose of further securing the debt, without being either a fraud upon creditors or an evasion of the Chattel Mortgage Act.

J. K. Kerr, Q. C., and *Wilkes*, for appellant. *Robinson*, Q. C., and *Marsh*, for respondents.

From Q. B.]

GRAND JUNCTION RAILWAY CO. v. THE COUNTY OF PETERBOROUGH.

Provincial Railway—Federal Legislation—Constitutionality of—Municipal By-Law—Validity of.

The Grand Junction Railway Company, intended to be wholly within Upper Canada, now Ontario, was amalgamated with the Grand Trunk Railway of Canada, the latter being a Dominion Railway. The former railway not having been built within the time directed, its charter expired. In May, 1870, an Act was passed by the Dominion Parliament to revive the charter of the Grand Junction Railroad Co., but gave it a slightly different name and made some changes in the charter. On the 23rd November in the same year the ratepayers of the defendant municipalities voted on a by-law to grant a bonus to the plaintiff company—construction of the road to be commenced before the 1st May, 1872. The by-law was read twice only. At the time when the voting took place on the by-law there was no power in the municipality to grant a bonus. On the 15th February, 1871, the Act, 34 Vict. cap. 48 (O) was passed, which declared the by-law as valid as if it had been read a third time, and that it should be legal and binding on all persons as if it had been passed after the Act. On the same day cap. 30 of the same year was passed, giving power to municipalities to aid railways by granting bonuses. The 37 Vict. cap. 43 (O) was then passed, amending and consolidating the Acts relating to the plaintiff railway, but did not relate to the by-law; and the 30 Vict. cap. 71 (O) extended the time for completion, but did not validate the by-law.

Held, reversing the decision of the Court below, that as the original charter had expired by effluxion of time, and a new corporation must be created, and not the old one revived, and as the railway was a local work of the Province of Ontario, the Dominion Act was unconstitutional and of no validity. There was therefore no railway company in existence to receive the bonus under the by-law, either at the time of voting thereon, or at the time of its legalizing by the 34 Vict. cap. 48 (O). The 37 Vict. cap. 43 (O) was the first Act by a legislative body, having the requisite power, which incorporated the plaintiff; but no provision having been made, either by that Act or the 39 Vict. cap. 71 (O), for legalizing the by-law in favour of the plaintiffs, they could not recover the bonus from the defendants.

Robinson, Q.C., and *H. Cameron*, Q.C., for the appellants.

Bethune, Q.C., and *Edwards*, for the respondents.

From C. P.]

STAFFORD v. BELL.

Provincial Land Surveyor—Negligence—Liability for.

A Provincial Land Surveyor is only bound to bring to the practice of his profession a reasonable amount of skill and knowledge, and is liable only for damage caused by the want of these or by gross negligence.

In order to charge a Surveyor for proceeding upon an erroneous principle in making a survey, it must be shown that the survey is erroneous,