

street alone, and was not, therefore, literally within the covenant of the vendors.

Appeal dismissed with costs.

*Arnoldi, Q.C.*, and *Bristol*, for the appellants.

*Nesbitt and Galt* for the respondent.

June 24, 1893.

THE MIDLAND RY. CO. V. YOUNG.

Ontario.]

*Title to land—Tenant for life—Conveyance to railway company by—  
Railway acts—C.S.C., c. 66, s. 11, ss. 1—24 V., c. 17, s. 1.*

By C.S.C., c. 66, s. 11 (Railway Act) all corporations and persons whatever, tenants in tail or for life, *grévés de substitution*, guardians, etc., not only for and on behalf of themselves, their heir and successors, but also for and on behalf of those whom they represent . . . seized, possessed of or interested in any lands, may contract for, sell and convey unto the company (railway company) all or any part thereof; and any contract, etc., so made shall be valid and effectual in law.

*Held*, affirming the decision of the Court of Appeal, that a tenant for life is not authorized by this act to convey to a railway company the interest of the remainderman in the land.

Appeal dismissed with costs.

*Osler, Q.C.*, for the appellants.

*Kerr, Q.C.*, for the respondents.

June 24, 1893.

CUMMING V. LANDED BANKING AND LOAN COMPANY.

Ontario.]

*Trustee—Will—Executors and trustees under—Breach of trust by one—Notice—Inquiry.*

W. and C. were executors and trustees of an estate under a will. W., without the concurrence of G., lent money of the estate on mortgage and afterwards assigned the mortgages, which were executed in favour of himself described as "trustee of the estate and effects of" (the testator). In the assignment of the mortgages he was described in the same way. W. was afterwards removed from the trusteeship and an action was brought by the new trustees against the assignees of the mortgages to recover the proceeds of the same.