of sale were misleading inasmuch as they merely stated that the lot was sold subject to any existing rights and easements of whatever nature, but made no specific mention of a certain existing easement of which the vendor's solicitor had notice, and, also on the ground that the auctioneer, who was informed of the easement in question, at the time of sale, on being questioned, told the audience they might dismiss the subject of the rumoured claims from their minds, as nobody would probably hear of them again, whereas the auctioneer should have more fully stated what was known to him as to the easement aforesaid.

RAILWAY COMPANY—POWERS—NUISANCE.

Lastly, it is necessary briefly to note the decision in the case of *Truman* v. *London, etc., R. W. Co.*, at p. 423. There a railway company were by their Act empowered to purchase (besides the lands as to which they had compulsory powers) any lands not exceeding in the whole fifty acres, for the purpose of making additional station yards for cattle and for other purposes, and were also empowered to carry cattle (amongst other things). The company accordingly purchased a piece of land adjoining one of their stations, and used it for unloading cattle. The noise of the cattle and drovers was a nuisance to the occupiers of certain houses near the station, and they now sought an injunction to restrain the company. Mr. Justice North, in an elaborate judgment, held that as the company were not obliged by their Acts to carry cattle or to have a station for cattle, and had not shown that this was the only available place for such a station, they had no power to create a nuisance at this place; and an injunction was granted with damages.

Of the cases in the remaining number of the *Law Reports* for March, there is, with the exception of practice cases which will be noted in another place, only one case specially calling for mention, viz., *Leigh* v. *Dickeson*, at p. 195 of 12 Q. B. D., in which Pollock, B. holds that one tenant in common of a house, who expends money on ordinary repairs, not being such as are necessary to prevent the house from going to ruin, has no right of action against his co-tenant for contribution. He cites the authorities on the writ by one of two tenants in common against the other *de reparatione faciendâ*, and points out that in all the cases the ground of the claim seems to be such as to presuppose that the condition of the things to be repaired would be dangerous or useless unless the repairs in question were effected.

A. H. F. L.

REPORTS.

ONTARIO.

(Reported for the CANADA LAW JOURNAL.)

MASTER'S OFFICE, COUNTY OF ONTARIO.

RE BEITH, A LUNATIC.

Appointment of new member of a joint committee—Former bond superseded.

On the appointment o a new member of a lunatic's committee the former bond is superseded, and a new joint bond of the surviving and the newly-appointed member must be furnished and filed.

[Whitby, April 3—MR. DARTNELL.

H. B. and A. B. had been appointed a joint committee of the lunatic, and had given the usual bond as such. A. B. having died, by order of Court it was referred to the Master at Whitby to appoint I. B. in his place, "first giving security to the satisfaction of the Master." A bond of the new member of the committee, with sureties, was brought in for the approval of the Master by Loscombe & Leith, solicitors, of Bowmanville.

THE MASTER AT WHITBY.—I am of opinion that the old bond is superseded except as to acts done up to the present time. The office is a joint one, and the members of the committee are jointly liable. I therefore direct that the bond now required shall be that of both the old and the new members of the committee, with proper sureties.