

From Boyd, C.]

[Feb. 23.]

TOWN OF WHITBY v. GRAND TRUNK RAILWAY COMPANY.

*Railways—Bond—Recital—Bonus.*

A railway company had power to receive and take grants and donations of land and other property made to it to aid in the construction and maintenance of the railway and any municipality was authorized to pay by way of bonus or donation any portion of the preliminary expenses of the railway, or to grant to the railway sums of money or debentures by way of bonus or donations to aid in the construction or equipment of the railway. The railway company in consideration of a bonus by a municipality, agreed to keep for all time its head office and machine shops in the municipality.

*Held*, that the recital of an agreement in a bond signed by the railway company amounted to a covenant on their part to observe its terms, but that such an agreement was not justified by the statutory provisions and was not enforceable. Judgment of BOYD, C., 32 O.R. 99; 36 C.L.J. 572, reversed.

*Cassels*, K.C., for appellants. *Aylesworth*, K.C., and *Farewell*, K.C., for respondents.

From Drainage Referee.]

[March 2.]

TOWNSHIP OF WARWICK v. TOWNSHIP OF BROOKE.

*Drainage—Status of petitioners—Finality of assessment roll—Farmers' sons.*

In proceedings under the Drainage Act the assessment roll is conclusive as to the status of the persons mentioned in it, and evidence is not admissible to shew that a person entered on the roll as owner is in fact a farmer's son and has been entered on the roll as owner by the assessor's error. Judgment of the Drainage Referee on this point reversed, ARMOUR, C.J.O., dissenting, but affirmed per Curiam on other grounds.

*Aylesworth*, K.C., and *John Cowan*, for appellants. *Shepley*, K.C., *W. J. Hanna* and *John R. Logan*, for respondents.

From Divisional Court.] LEARN v. BAGNALL.

[March 2.]

*Bond—Breach—Agreement to exchange land—Infant.*

The plaintiff and an infant owner of land entered into an agreement for the exchange of land, the land of the plaintiff being subject to a mortgage, the interest upon which to a certain date he agreed to pay, nothing being said in the agreement as to payment of the interest after that date. The defendant gave a bond to the plaintiff conditioned to be void if the infant owner after arriving at the age of twenty-one years should convey his land to the plaintiff, and should "do and perform all a. ts, covenants and agreements to be done and performed by him as in the said agreement mentioned." The infant went into possession of the plaintiff's land but