

C.L.C.]

NOTES OF CASES.

[Chan.]

dence for the prosecution showed that no burglary was committed by Parnell, for the want of a felonious intent, and the defendant could not have been privy to a burglary, unless one was committed."—*Irish Law Times*.

NOTES OF CASES.

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COMMON LAW CHAMBERS.

IN RE OSLER AND THE TORONTO GREY AND BRUCE RAILWAY COMPANY.

Wilson C. J.]

[July 3.]

O. being the holder of fourteen bonds of the Railway Company, issued on 1st of May, 1876, payable on 1st January, 1881, with interest meanwhile half yearly at 6 per cent. per annum, requested the Secretary of the Company to register the bonds under 38 Vict., ch. 56. This the Secretary refused to do, unless the intermediate transfers were produced and registered at the same time.

Held, that the Secretary was bound to register the bonds without the production or registration of the transfers, and the summons for a mandamus was made absolute with costs to be paid by the company.

McCarthy, Q.C., and *Osler*, Q.C., for the summons.

S. H. Blake, Q.C., showed cause.

CHANCERY.

Ferguson, V. C.]

[July 23.]

LANCEY V. JOHNSON.

Lessor and lessee—Right to bore for oil—Injunction.

The plaintiff, in consideration of \$25.00 paid by defendant, executed in his favour a lease of

a small plot of land in the township of Eganville, at a yearly rent of one cent if demanded, with the right on the part of the defendant to remove all buildings at any time during the lease. The lease contained no covenant on the part of the lessee other than those to pay rent and to pay taxes, and it was silent as to any right on the part of the lessee to dig for oil.

Held, that *prima facie*, the lessee had not the right to bore for oil, and having done so and commenced operations in pumping crude oil, an injunction was granted to restrain the further removal of oil from the premises until the hearing of the cause.

Rae and Moncrieff, for plaintiff.
Street, for defendant.

Ferguson, V. C.]

[July 23.]

YOUNG V. HUBER.

Injunction—Infant's rights as a co-partner—Practice—Parties.

In a suit by an infant partner against his co-partner, praying a dissolution of the partnership, the appointment of a receiver, &c., a decree *pro confesso* was pronounced, and while the taking of the accounts, pursuant to an agreement for a continuance of the partnership, was being proceeded with, certain creditors of the firm obtained judgments and executions at law against the adult partner, the infant having been kept in ignorance of the proceedings at law, until the Sheriff had seized and was about to sell the whole of the property of the alleged partnership.

Held, on a motion to restrain proceedings on such executions, that the proceedings at law were not within the provisions of R. S. O., ch. 123, sec. 8, and that the sale should be restrained.

Held, also, that the execution creditors might be added as parties, in order to be bound by the injunction, on motion simply.

Moss and King, for the plaintiff.
Muir, *contra*.