

forms of leases. By it plaintiffs granted and demised to defendants the lands therein described for five years, with exclusive and very full powers to carry on mining operations. Defendants covenanted to pay plaintiffs for the use of the lands, by way of rent therefor, certain specified sums per ton as royalty according to the grade of ore taken from the lands. The defendants also covenanted that the combined royalties should amount to at least \$60 per month for the first four months of the lease, and at least \$75 per month ever after during the currency of the lease or any renewal thereof, and agreed to pay the lessors the said sum per month, whether or not the royalties on the ore mined should amount to so much, provided, however, that if in any month or months the royalties should be deficient and not amount to the payment reserved, and in the succeeding month or months the royalties should be in excess of the reserved payment, such excess and so much thereof as should be necessary to make good such deficiency might be retained by the lessees until such deficiency should be reimbursed to the lessees in full. No mining whatever had been done upon the lands.

J. H. Clary, Sudbury, for plaintiffs.

J. E. Irving, Sault Ste. Marie, for defendants, contended that they were not liable to pay rent or royalty unless mining operations were actually carried on upon the premises.

TEETZEL, J.:—Such a condition is not to be inferred. The covenants entered into by defendants as to payment of the minimum rent each month are plain and unequivocal, and not subject to any condition express or implied. *Palmer v. Wallbridge*, 15 S. C. R. 650, applied and followed. The amount in question being within the jurisdiction of the District Court, and all rents accrued having been paid after action brought, the costs should be limited. Judgment for plaintiffs for \$40 costs without any right of set-off.

MEREDITH, J.

JULY 31ST, 1903.

TRIAL.

BRADLEY v. GANANOQUE, ETC., CO.

Water and Watercourses—Injury to Lands by Overflow of Water—Dam—Flood Gates—Negligence—Cause of Injury.

Each of the numerous plaintiffs sued in respect of an entirely separate and independant cause of action, but all of them alleged that each cause of action arose from the one wrong of defendants. The claims were for damages for injury to growing crops by backing flood waters over plaintiffs' land. These lands were naturally low lying, and so