

the race course of an incorporated racing association, even where the betting is confined to the races then in progress upon that race course.

Rex v. Hanrahan (1902), 3 O.L.R. 659, followed.

Conviction by the senior police magistrate for the city of Toronto affirmed.

J. M. Godfrey, for defendants. *Cartwright*, K.C., for the Crown.

Full Court.]

[Nov. 3.

GOODWIN v. CITY OF OTTAWA.

Leave to appeal from order of Divisional Court—Special grounds—Assessment and taxes.

Leave to appeal from the order of a Divisional Court, 12 O.L.R., was refused by the Court of Appeal, the amount in question being about \$425 only, and the matter in dispute, viz., whether the plaintiff was liable to assessment and taxation in respect of income derived from dividends upon the stock of the Ottawa Electric Railway Company, not being one affecting the rights of the whole body of shareholders.

H. S. Osler, K.C., for plaintiff. *Middleton*, for defendants.

HIGH COURT OF JUSTICE.

Boyd, C., Trial.]

McINTOSH v. LECKIE.

[Oct. 29.

Lease of oil lands—Forfeiture clause—Contract—Lease or license—Profit a prendre.

The defendant by lease gave the plaintiff the exclusive right to drill for petroleum and natural gas on certain lands for five years from Dec. 16th, 1903. The lease contained the following clause: "This lease to be null and void and no longer binding upon either party if a well is not commenced on the premises within six months from this date, unless the lessee shall thereafter pay yearly to the lessor fifty dollars per year for delay." No well had been begun by June 16th, 1904, when the first six months expired. On July 8th, 1904, the plaintiff paid the defendant \$50 by cheque which the defendant cashed on August 10th, 1904, and gave a receipt for it as "received on account of delay in beginning operations under the lease." In August,