

it might somewhat impair the value—a consequence provided for by compensation. It also appeared to me proper enough for the company to reserve the mineral rights under the surface with a view of disposing of that part of what the company possessed to the best advantage, and at the same time disposing of the surface rights for agricultural purposes.

The record also raises the question of the right to enter for mineral exploration and excavation being barred by the Statutes of Limitations; but I regard this kind of subterranean property as not within the purview of those statutes—as the possession of the surface owner is not adverse to or inconsistent with the possession in law of the subjacent proprietor. See *Hodgkinson v. Fletcher*, 3 Douglas 31.

This clears the way to deal with the matters more strenuously argued, viz.: (1) whether the defendants have any rights to deal with oil not exposed in surface openings and to go below in search of it; and (2) whether the defendants have any right or claim in respect to natural gas.

This falls to be determined by the ascertainment of the real meaning of the language used in the reservation and exception, as understood by the parties at the time. The language is to be constructed according to its primary and natural signification, assisted by the light of co-existing circumstances, and also by oral or other testimony in the case of ambiguous or technical terms.

The punctuation in the printed form of deed is not to be neglected. It may be indicated thus:—

“All mines and quarries of metals and minerals,”	} “whether already discovered or not”
“And all springs of oil in and under the said land,”	

The first clause may be abbreviated to “all mines of minerals.” And the two kinds of things reserved are: (1) all mines of minerals; (2) all springs of oil. These “springs of oil,” however, are expressed to be “in and under the land.” “Mines of minerals” would per se imply that they were under the surface and to be got at by discovery or search before being worked or carried away. The same right of discovery and search, etc., would seem to apply also to the “springs of oil.”

The parties manifestly intended to reserve something—what they did reserve is expressed by “mines of minerals” and “springs of oil.”

And now the difficulty confronts us, what is meant by “mines of minerals” and by “springs of oil?” All that has been found