

Whether this was done at Samson's or Albert's suggestion was disputed, and while Albert was driving the accident in question took place. The Court below found in these circumstances that Samson as owner, though he invited Albert to drive the car, retained control of the car and was responsible as principal for the injury occasioned by the negligence of Albert, in the absence of proof that he had by contract or otherwise abandoned the right of control over the car to Albert. The judgment in favour of the plaintiff Aitchison was therefore affirmed.

COVENANT—RENTAL TO BE VARIED ACCORDING TO ELECTRICAL ENERGY GENERATED—CONSTRUCTION.

Attorney-General v. Canadian Niagara Power Co. (1912) A.C. 852. This was the case in which the agreement between the Ontario Government and the Canadian Niagara Power Co. was in question. By the agreement a certain specified rental was payable and also "In addition thereto payment at the rate of \$1 per annum for each electrical horse-power generated, used and sold or disposed of over 10,000 e.h.p. up to 20,000 e.h.p., and the further sum of 75 cents for each e.h.p. generated and used and sold or disposed of over 20,000 e.h.p. up to 30,000 e.h.p., and the further sum of 50 cents for each e.h.p. generated and used and sold or disposed of over 30,000 e.h.p." The question between the parties appears to have been whether, in the construction of this agreement, the additional payment was to be based on the highest amount of e.h.p. generated at any time until a subsequent higher record is made, or whether the average horse-power generated in a given period should be the basis. With some hesitation the Judicial Committee of the Privy Council (Lord Haldane, L.C., and Lords Macnaghten and Atkinson and Sir Charles Fitzpatrick) came to the conclusion that the additional rental was to be based on the highest amount of e.h.p. generated at any time and to remain thereat until a higher amount is reached, when it is to be increased accordingly and so from time to time as each higher amount is generated.

CONVEYANCE—RESERVATION TO GRANTOR OF MINES, MINERALS AND SPRINGS OF OIL—NATURAL GAS.

Barnard-Argue-Roth-Stearns Oil & Gas Co. v. Farquharson (1912) A.C. 864. This was an appeal from the Court of Appeal for Ontario, 25 O.L.R. 93. The case turns upon a reservation to the grantors of all "mines, minerals and springs of oil" upon certain land conveyed by the Canada Company in 1867 to the