

Both the information and the conviction follow the language of the section under which the conviction was made; and that is all that is required: *Rex v. Leconte*, 11 O.L.R. 408.

As all the objections fail, I dismiss the defendant's application with costs.

KELLY, J.

JULY 29TH, 1912.

MAPLE CITY OIL AND GAS CO. v. CHARLTON.

*Husband and Wife—"Oil Lease" of Wife's Lands Made by Husband—Confirmation by Wife—Alteration of Lease—Payments Received by Husband for Wife—Estoppel.*

Action by the assignees of an oil lease for possession of the lands leased and to restrain the defendants from entering upon or prospecting for oil or gas thereon during the currency of the lease.

W. N. Tilley, for the plaintiffs.

O. L. Lewis, K.C., and W. G. Richards, for the defendants the Ridgetown Fuel Supply Company Limited.

R. L. Gosnell, for the defendants John Charlton and Agnes Charlton.

KELLY, J.:—The defendant Agnes Charlton, wife of her co-defendant John Charlton, is the owner of part of lot 177 on the north side of Talbot road (on the town line) in the township of Tilbury, containing 90 acres more or less.

On the 12th October, 1905, W. E. Keve, accompanied by George A. Jackson, a farmer residing in the township of Romney, went to the residence of the defendants the Charltons, and negotiated with the defendant John Charlton for what is known as an "oil lease" of the property. The negotiations were carried on in the presence of the defendant Agnes Charlton, and resulted in a lease being made by John Charlton to Keve of all the oil and gas in and under the premises, with the exclusive right to enter thereon for the purpose of drilling and operating for oil, gas, or water . . . for the term of ten years, "and as much longer as oil or gas are produced therefrom," etc.

The lease was made on certain conditions, one of which was that, if operations for drilling a well for oil or gas were not