

on the Lord's Day was laid against him. So far as appeared, no information was laid, but the constable had a warrant, which he read to the accused. The latter made no objection to the manner in which he had been brought before the magistrate or in which the charge had been laid; his trial was proceeded with, and in testifying on his own behalf he committed the perjuries for which he was indicted.

Held, 1. The magistrate had jurisdiction, and the accused gave his evidence in a judicial proceeding, within the meaning of s. 171 of the Code.

2. There being no information or other formal record, the charge and the proceedings thereon, so far as material, were proved in the only way in which they were capable of being proved, i.e., by the oral evidence of the magistrate and his clerk, each speaking with the aid of his notes taken at the trial, which was the best evidence possible in the circumstances, and therefore sufficient.

Rex v. Drummond (1905) 10 O.L.R. 546 distinguished.

G. Lynch-Staunton, K.C., and *M. J. O'Rielly*, K.C., for the accused. *J. R. Cartwright*, K.C., and *S. F. Washington*, K.C., for the Crown.

HIGH COURT OF JUSTICE.

Boyd, C., McGee, J., Riddell, J.]

[Sept. 28.]

BRADLEY v. MCCLURE.

Landlord and tenant—Lease of farm for "pasturing purposes"
—Tenant selling hay raised on farm—Injunction.

This was an appeal from the judgment of ANGLIN, J. The defendant rented a farm from the plaintiff. Part of the land was cleared, part seeded down, and the rest brush and swamp. The only stipulation in the lease as to the use of the place was contained in the words "for pasturing purposes." The defendant pastured sheep and cattle over the whole place the first winter and during the fall. The next spring he fenced off about 67 acres on which he allowed hay to grow, the cattle feeding on the rest of the farm. On taking the lease he bought 40 tons of hay from the plaintiff, which he fed on the place during the first winter. He began to cut the hay on the part seeded down in