

claim were tried without a jury at Sandwich. The learned Judge stated the facts and discussed the evidence in a written opinion, and said that he had reached the following conclusions: the defendant Philomene Miller had no power to grant rights over her husband's property; the husband did not adopt, affirm, or acquiesce in the lease; even if the lease had been valid, the plaintiffs neglected to pay the rent agreed upon and otherwise failed to comply with the terms of the lease, thereby forfeiting it; the effect of which was to negative the claim against the wife for damages as above. The plaintiffs' several claims failed, and the action should be dismissed and the interim injunction obtained by the plaintiffs dissolved. As to the counterclaim, the defendant Frank D. Miller should have \$350 damages for injury to his land by the plaintiffs' operations; the defendants were also entitled to possession and costs of the action and counterclaim. On payment of the amount of the judgment and costs within 60 days from judgment, the plaintiffs will be entitled, within that time, to remove their machinery and erections and the oil pumped up and stored on the lands, doing no damage by such removal. On the plaintiffs' failure to pay and remove within 60 days, the defendants will be entitled to sell the machinery, erections, and oil and the receptacles in which it is contained, and apply the proceeds, after payment of the expenses of sale, on the judgment; the balance, if any, to be paid to the plaintiffs. F. D. Davis, for the plaintiffs. J. H. Rodd, for the defendants.