

ANGLIN, J.

OCTOBER 12TH, 1907.

WEEKLY COURT.

LAWSON v. CRAWFORD.

Injunction—Interim Order—Contract—Prima Facie Right.

Motion by plaintiffs for an interim injunction to restrain defendant from interfering with the operations of the plaintiffs in respect of the mining properties in question in *McLeod v. Crawford* and *McLeod v. Lawson*, supra, in pursuance of the agreement of 3rd April, 1907, referred to in the opinion in those cases.

G. H. Watson, K.C., for plaintiffs.

S. R. Clarke, for defendant.

ANGLIN, J.:—The agreement of 3rd April, 1907, is prima facie binding upon defendant. Having regard to all the circumstances disclosed in the evidence upon this motion, it seems to me improbable that he can, upon the grounds on which he impugns the validity and efficacy of that agreement, eventually succeed in obtaining relief from it. (See my opinion in *McLeod v. Crawford* and *McLeod v. Lawson*, supra.)

If the agreement is good, the defendant, though he holds the legal title to it, has no beneficial interest in the property in question. Until he has been relieved from this agreement, he should not, I think, be permitted to interfere with or hinder the operations of the plaintiffs.

The injunction will be continued to the trial. Costs of the motion will be costs in the cause.