

residence, contrary to sec. 41. His denial to the constable that he had liquor in his sleigh, the fact that an unsealed bottle of the liquor was found only partly full, the fact that Jodoin was drunk in the sleigh, and the fact that two of the parcels found on the sleigh were consigned to fictitious consignees—all tended to raise a strong suspicion against the defendant.

The evidence of his possession of the liquor being undisputed, the presumptions created by secs. 85 and 88 would become proof unless the evidence satisfied the Judge's mind that the presumptions had been rebutted—and his mind was not so satisfied.

The conviction should be amended and the motion dismissed, but without costs.

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LATCHFORD, J.

JUNE 26TH, 1918.

COWAN v. FERGUSON.

*Injunction—Breach of Covenant—Restriction upon Use of Land—Erection and Operation of Foundry—Unregistered Agreement—Purchaser for Value without Notice—Technical and Obsolete Restriction—Status of Plaintiff to Invoke Restriction—No Damage or Likelihood of Damage Shewn.*

Action to restrain the defendants from erecting any building for a foundry and from maintaining and operating a foundry upon certain lands in the town of Galt, and for damages.

The action was tried without a jury at Kitchener.  
Gideon Grant and J. B. Dalzell, for the plaintiffs.  
M. A. Secord, K.C., for the defendants.

LATCHFORD, J., in a written judgment, said that the plaintiffs were manufacturers of woodworking machinery in the town of Galt, and, as an incident to their business, and only for their own requirements, maintained an iron-foundry. From Robert Dickson, who, in 1842, owned a large area of land in Galt, they had acquired, through one Fisher and others, a title in fee simple to lots 8A and 8B, as shewn on a plan prepared for Dickson.

The defendants were iron-founders, who, through many mesne conveyances, had become the owners in fee of lots 6A and 6B and 7A and 7B as shewn on the same plan. The root of their title, like that of the plaintiffs, was in Dickson.