

Province of Nova Scotia.

SUPREME COURT.

Full Court.]

IN RE GREENER.

[July 18, 1900.

Mining lease—Appeal from Commissioner sustained with costs—Contest between applicants for same area—Amendment of description—Application for lease without previous license—Acts (1892), c. 1, s. 103.

An application for a mining lease made by appellants, Nov. 10, 1893, was refused by the Commissioner of Mines on the ground that at the date of the application the area applied for was covered by a license to search issued by the department to W. It appeared that on July 16, 1890, appellants applied for a license to search, which would come into force May 13, 1892, and expire Nov. 13, 1893. When the application was originally made it covered other areas, but, subsequently, on the application of appellants, assented to by the Deputy Commissioner of Mines, and indorsed on the application, it was amended so as to cover the area in dispute. The application subsequently made by W. contained no description except one incorporated by reference to the application made by appellants.

Held, 1. If the application made by appellants was defective, that made by W. was equally so, and the parties relying upon it, in attacking the application made by appellants, had no locus standi.

2. Assuming the license applied for by W. to be invalid, it was competent for appellants, under the provisions of the Acts of 1892, c. 1, s. 103, to apply for a lease without a previous license to search.

3. The judgment appealed from must be reversed with costs, and the application made by appellants, being a valid one, must be granted.

H. Mellish, for appellant. *C. H. Cahan*, for respondents. *D. MacNeil*, for the Attorney-General.

Full Court.]

SHARP V. POWER.

[July 18, 1900.

Promissory note — Presentation — Waiver — Contract — Jurisdiction of County Court—Amendment of pleadings.

Plaintiffs inserted defendant's advertisements in two of their publications for the sums of \$10 and \$15 respectively. Separate agreements were made in respect to each publication, but the agreements were made at the same time, and defendant, at the same time that the agreements were made and signed, gave plaintiffs his promissory note for the sum of \$25, payable four months after date at defendant's office.