

whole length of the lot, leaving it near the south-east corner. The river is very rough and rapid, and is not navigable, being almost a continuous rapid and having a fall of 453 feet from the north end of location "S" to its mouth, a distance of 6 miles. Logs could not be floated down it without considerable improvements being made.

James F. Whitson, chief clerk in the Crown lands department, said that the 10 acres described in the lease to the defendants formed part of the area embraced in the boundaries of the 267 acres covered by the patent of location "S" granted to Ferrier, and covered the bed of Current river.

The patent to Ferrier included the Current river, and, there being no reservation of the waters of the river, the Crown could not derogate from its grant and grant a lease of the land under the waters of the Current river to the defendants.

The Crown had doubts as to its right to grant the lease to the defendants, as it is expressly stipulated that should litigation arise as to the title the lessees are to defend their title at their own costs and charges, and indemnify the Crown against all costs and damages by reason of the lease and any connection with the property thereby demised. The Attorney-General refused a fiat to allow the Crown to be made a party to the action.

There will be judgment for the plaintiff with a declaration as asked in the 1st and 2nd paragraphs of the prayer, together with the costs of the action.

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BOYD, C.

NOVEMBER 16TH, 1907.

TRIAL.

McNICHOL v. McPHERSON.

*Execution — Sale of Interest in Land under, by Sheriff — Action by Execution Debtor to Set aside—Purchase by Execution Creditor — Irregularities — Advertising—Inadequacy of Price—Resale by Purchaser to Wife of Plaintiff—Charge on Land—Declaration—Costs.*

Action by John McNichol against G. G. McPherson and John A. Davidson, members of a firm of solicitors, and G. G.