

and that plaintiffs might be declared entitled to specific performance by Gilmour of his said agreement with Gardiner.

Held, that leave to make such amendments had been properly refused on the following grounds:

(1) A transfer of land, in the form provided in the Real Property Act, made by the registered owner, and without any special comments or recitals, does not operate as an estoppel and does not rest in the transferee an equitable interest subsequently acquired by the transferor, there being no fraud or misrepresentation by the latter. No covenant is expressed in the transfer, and the law does not imply any. The only recital in the transfer is that the transferor is the registered owner, which Gardiner admittedly was in this case.

In a transfer under the Real Property Act, all that the transferor purports to convey is "all his estate and interest in the said piece of land" without specifying what that estate and interest consists of. The facts stated do not, therefore, shew that the plaintiffs are entitled to Gardiner's subsequently acquired interest, and the proposed amendments would be useless.

Noel v. Bewley, 3 Sim. 103, and *Re Hoffe*, 82 L.T.N.S. 556, distinguished.

(2) Gardiner was not a party to the action, nor was it proposed by the amendments to make him a party.

Appeal dismissed with costs.

Potts and Minty, for plaintiffs. *Howell*, K.C., and *Hoskin*, for defendants.

Province of British Columbia.

SUPREME COURT.

Duff, J.]

[June 6.

MCGREGOR v. THE CANADIAN CONSOLIDATED MINES, LTD.

Statute, construction of—Penal statute—Inspection of Metalliferous Mines Act Amendment Act, 1901, s. 12 Rule 21a—
"Machinery hereinafter mentioned," meaning of.

On a case stated by the police magistrate of Rossland, the following questions were submitted:—