

cally a "mineral." The learned judge came to the conclusion that it was, and dismissed the action; and his judgment was affirmed by the Court of Appeal (Cozens-Hardy, M.R., and Moulton and Farwell, L.JJ.). Both Moulton and Farwell, L.JJ., considered the evidence of experts as to whether or not china clay is scientifically regarded as a "mineral," irrelevant and inadmissible. Their Lordships are of the opinion that the question was really one for the court to say whether china clay came within the term "mineral," not as a matter of scientific nomenclature, but as a matter of general understanding of the term; and that it was quite immaterial that though in 1881 scientific men had regarded it as a "mineral," they had since changed their minds on the subject.

LANDLORD AND TENANT—LEASE—PROVISO ENABLING LESSEES TO
TERMINATE LEASE—NOTICE BY ONE OF TWO LESSEES.

In re Viola, Humphrey v. Stenbury (1909) 1 Ch. 244. In this case Warrington, J., decided that where a proviso in a lease enabled the lessees to determine the lease by notice, a notice given by one of the lessees, is, in the absence of any proof of agency, insufficient. The principle of the case of *Doe v. Summerset*, 1 B. & Ad. 135, in which it was held that a notice to quit given by one lessor of several, who were entitled as joint tenants, was valid, was decided not to be applicable, because joint tenants hold per my et per tout.

COMPANY—SHAREHOLDERS' ADDRESS BOOK—RIGHT OF SHARE-
HOLD TO INSPECT AND COPY BOOK—ACTION TO ENFORCE RIGHT
OF SHAREHOLDERS—COMPANIES ACT, 1845 (8-9 VICT. c. 16)
s. 10—(7 EDW. VII. c. 34, s. 117, ONT.)—(R.S.C. c. 79,
s. 91).

In *Davies v. Gas Light & Coke Co.* (1909) 1 Ch. 248, the plaintiff brought an action for a mandamus to compel the defendant company of which the plaintiff is a shareholder, to permit him to examine and take copies from the shareholders' address book, to which he was entitled under 8-9 Vict. c. 16, s. 10 (see 7 Edw. VII. c. 34, s. 117, Ont.; R.S.C. c. 79, s. 91). The defendants sought to go into evidence to shew that the plaintiff had some improper motive in requiring the inspection, on the ground that the case must be decided on the same principles as an application for a prerogative mandamus in which case the court has an absolute discretion and is entitled to inquire into all the circum-