

is not irreparable and destructive to the plaintiff's estate ; but is susceptible of perfect pecuniary compensation, and for which the party may obtain adequate satisfaction in the ordinary course of law.

In the case of waste, where there is a privity of title, as between tenants for life, or years, and the reversioner, it is not necessary for the plaintiff to show irreparable injury or destruction to the estate, to entitle him to the remedy by injunction.

But, as between strangers or parties claiming adversely, there is no distinction between trespass and waste ; and, in both cases, the injury must be shown to be irreparable, before this court will grant an injunction.

A bill filed by a corporation need not be under its corporate seal. That it is the bill of the corporation, is sufficiently vouched by the signature of the solicitor, whose authority to file it need not be exhibited.

[By the written agreement between these parties, dated the 11th of October, 1845, the plaintiff leased to the defendant, for the term of seven years, the furnace erected on the property of the plaintiff, known as the Lonaconing Furnace, together with certain rights and privileges therein enumerated.

Then follows a provision, giving the defendant exclusive use of the worked openings of the company, and the right to make other openings, &c.; and all timber necessary to the construction and maintenance of the works, mines and buildings, to be cut under the direction of the company. The defendant was to pay a nominal rent for the space of two years and two months from the date of the agreement, after which period he was to pay for the property, rights and privileges aforesaid, at the rate of one dollar per ton for pig or cast iron, in full for all materials mined by him and used in the manufacture of iron ; and for minerals and materials mined by him and sold to other persons he was to pay a mine rent of twenty-five cents per ton. It was further agreed, "that should a rail or other road be made by the company from the works at Lonaconing to the rail road now being constructed by the Maryland Mining Company, at any time within the said two years and two months, then the said rent of one dollar per ton should become payable on the completion of said road, provided, the transportation on said road be done for the defendant by the company, at a rate not exceeding two cents and a half per ton per mile."

It was also agreed, "that the said Detmold should be per-