

respect to running a passenger train each way each day between A. and B. must be enforced, but no further proceedings with respect to the matter were taken by the government, though the defendants continued to run a passenger train but one way each day. It did not appear whether the notice of the Attorney-General might not have been given at the plaintiffs' instance. On a motion for an interlocutory mandatory injunction in this suit, which was brought to compel the defendants to run a passenger train each way each day between A. and B.

*Held*, that no case was made out for relief by mandatory injunction, which will only be granted where necessary for the prevention of serious damage, and that the question raised was merely one of pecuniary damages between plaintiffs and defendants, for which the defendants were well able to account to the plaintiffs, and which, by the lease of 1897, the plaintiffs had agreed to accept in the event of their liability, if any, to the government; and, that it did not appear that such liability had arisen.

*James Straton*, for plaintiffs. *A. O. Earle*, Q.C., and *H. H. McLean*, Q.C., for defendants.

In Equity, Barker, J.] MILLER v. CRONKHITE.

[Jan. 25.]

*License—Revocation—Repairs—Refusal of licensor to allow repairs to be made.*

Where license is given to lay pipes on another person's land to convey water to the licensee's land the burden of repair rests in law upon the licensee, and it is a revocation of the license to refuse to the licensee permission to go upon the licensor's land for the purpose of making repairs.

*J. D. Phinney*, K.C., for plaintiff. *F. St. John Bliss*, for defendant.

In Equity, Barker, J.]

[Jan. 25.]

WOOD v. CONFEDERATION LIFE INSURANCE COMPANY.

*Life insurance—Note given for premium—Part payment—Extension of time—Forfeiture—Waiver—Assignment of policy—Receipt—Estoppel—Duty to assignee.*

A condition in a policy of life insurance provided that if any premium, or note given therefor, was not paid when due the policy should be void. A note given, payable with interest, in payment of a premium provided that if it were not paid at maturity the policy should forthwith become void. On the maturity of the note it was partly paid, and an extension was granted, and in a part payment being again made a further extension was granted. The last extension was overdue and balance on note was unpaid at the death of the assured. A receipt by the company, given at the time of taking the note, was of the amount of the premium, but at the bottom of the face of the receipt were these words: "Paid by note