

injunction against the commission of active waste appears to have been so worded as to cover also future permissive waste. Whether advisedly or per incuriam it is hard to say, quite possibly the latter. The ordinary purpose for which mandatory injunctions are granted is to compel a party to undo some wrongful act which he has done, not to perform some act which he has omitted to do.

From an early date, therefore, injunctions to restrain merely permissive waste have been refused, not because the plaintiff had not a legal right, but because equity did not consider it was such a right as could be enforced by injunction. *Lord Castlemain v. Craven*, 22 Vin. Ab. tit. Waste, p. 523; *Coffin v. Coffin* (1821), Jac. 70; *Lansdowne v. Lansdowne*, 1 Jac. & W. 522; *Powys v. Blgrave*, 4 D. M. & G. 448. Other cases might be mentioned where the Court of Chancery has refused to enforce legal demands by injunction. There is a well-known case of *Lumley v. Wagner*, 1 D. M. & G. 604, where the Court restrained a singer who had contracted to sing for the plaintiff from singing elsewhere, or for anybody else, although a mandatory injunction commanding her to sing for the plaintiff would not be granted: see also *Montague v. Flockton*, L.R. 16 Eq. 189. But it would be a mistake to suppose that this was because the defendant was not liable at law for breach of her contract to sing for the plaintiff.

So it is equally a mistake to suppose, that because a Court of Equity would not grant a mandatory injunction in the case of permissive waste by a tenant for life or years, it was because such tenants were not legally liable for permissive waste. The true ground being that permissive waste, in the estimation of Courts of Equity, could be sufficiently compensated by damages in an action at law: see per Hardwicke, L.C., in *Jesus College v. Bloom*, 3 Atk. 262; and while equity would restrain the commission of active waste, it would not interfere where the defendant was merely doing nothing, and from the nature of such cases, it is easy to see that an interim mandatory injunction could not be safely granted. But in reading cases and text