

Burbank v. Webb, 5 M.R. 264, Stewart v. Turpin, 1 M.R. 323, though an injunction to which the applicant is entitled after fullest disclosure made will not always be discharged on the ground of non-disclosure, *ibid.*, Winnipeg & H.B.R.W. Co. v. Mann, 6 M.R. 409, and the same case as to Laches disentitling to Costs, cases cited above. In cases of suppression of facts, the proper practice is to take objection on the motion to continue and not by motion to suppress.

See generally Hart v. Brown, 23 W.L.R. 295 (Alta.), Callo-way v. Pearson, 6 M.R. 364.

An *ex parte* injunction having been dissolved on the ground that the questions involved were of such difficulty that they should be decided at the hearing only, an amendment was made and a new *ex parte* injunction granted, and upon motion to continue it, held the plaintiffs were entitled to have a full consideration of all the questions involved, and a more deliberate argument having solved the difficulties, the injunction was continued. C.P.R. v. N.P. & M.R., 5 M.R. 301.

MANDATORY INJUNCTION. Now in form a direct Mandatory Order, Jackson v. Normanby (1899), 1 Ch. 438.

Lies to compel the return to mortgaged premises of a house wrongfully removed therefrom, J. I. Case Threshing Machine Co. v. Berard, 17 W.L.R. 91.

Will not lie to restrain an existing encroachment. Thordarson v. Akin, 15 W.L.R. 115.

An Order for an interim injunction confirmed on appeal, is not binding upon a trial judge. Fraser v. C.P.R., 7 W.L.R. 734.

Generally an injunction will lie:—

At the suit of a riparian owner to prevent dredging of sand out of bed of a navigable river which causes a subsidence of the bank, Patton v. Pioneer N. & S. Co., 21 M.R. 405; to prevent blasting operations on adjoining land, Miller v. Campbell, *supra*; to enforce a contract to accept and exclusively use plaintiff's goods by restraining the use of any other (the plaintiff not left to his remedy in damages), Winnipeg Saturday Post v. Couzens, 21 M.R. 562, 19 W.L.R. 25, *sed vide* Cass v. Couture, Cass v. McCutcheon, *infra*; to restrain the negotiation of promissory notes obtained by misrepresentation (similar finding as to damages) Thompson v. Baldry, 22 M.R. 76, 19 W.L.R. 773; to restrain a wife selling shares assigned to her