

judgment will soon be in the hands of the profession, it is needless to follow Mr. Justice Street step by step through his discussion of the principles involved. It will not be amiss, however, to offer a few brief remarks designed to place in an even stronger light than has been done by this opinion the untenable character of the petitioners' claim.

In dealing with their first and second contentions both court and counsel have never lost sight of the fact that one of the parties was the Crown. Yet it seems to us that the decision should have been the same even if the licensor had been a private person. The revocability of a license being one of its distinctive characteristics, (see *Wood v. L. Jitter*, 13 M. & W. 838), a different quality is not predicated of it except for some special reason, and it is safe to assert that the very clearest evidence of intention would be necessary to induce a court, in any ordinary case, to infer the creation of a license which would not only curtail some of the most essential incidents of a freehold, but invest the licensee with the right to demand that this situation should be prolonged indefinitely. The petitioners wholly failed to suggest any sufficient grounds for drawing the conclusion that their licenses placed them in a position which can only be compared to that implied by the enjoyment of a copyhold or an Ulster tenant-right. On the contrary the entire contents of these licenses and the instruments on which they are based point almost irresistibly to the inference that the licensor did not intend to call into existence a contract carrying with it an indefeasible right of renewal. It seems impossible to contend that even a private person can be regarded as having issued a license susceptible of being perpetuated simply at the will of the licensee, when he categorically declares that it expires on a certain date, and will only be renewed on condition that the licensee has complied with such regulations as may have been promulgated in the meantime with regard to the property. Against such a clear and specific reservation of a right to alter the terms of a license at the end of each year, it is submitted that even the doctrine of equitable estoppel could not prevail, any more than that doctrine would ensure to the benefit of a contractor on a railway or other public work who might have been dismissed by the supervising engineer acting under discretionary powers vested in him by the contract. In the latter case the party suffering from the enforcement of an