

**INJUNCTION—Continued.**

*Held*, that the injunction should be dissolved. *Semble*, that on such application, the verdict of a jury in an action of replevin for timber cut upon said lands should not be disregarded, although a motion for a new trial was undisposed of. *WOOD v. LEBLANC* .....427

4. — *Debtor and Creditor—Fraudulent Conveyance—Interim Injunction—Deposit in Government Savings Bank — Injunction to Prevent Withdrawal at Instance of Judgment Creditor.* [Application refused of a judgment creditor for an injunction order restraining the wife of the debtor from withdrawing money on deposit in her name in the Government Savings Bank alleged to belong to the husband. An interim injunction granted restraining the transfer of land by the grantee in a suit by a judgment creditor of the grantor impeaching the conveyance as fraudulent under the Statute 13 Eliz., c. 3. *WHITE v. HAMM* .....575]

5. — *Interlocutory Injunction—Rule as to Granting—Facts on Motion in Dispute — Partnership—Receiver.* [On a motion for an interlocutory injunction to restrain defendant from disposing of assets of an alleged partnership between him and the plaintiff to carry on a business previously conducted by the defendant, and for a receiver, the plaintiff alleged that books of account were opened up, and a bank account kept, in the firm's name; that bill heads with the name of the firm, and names of the plaintiff and defendant thereon, were used, and a circular under the firm name distributed by the defendant, announcing that plaintiff was associated in the business. The defendant denied that a partnership was formed, and alleged that it was contingent upon the plaintiff paying into the business a sum of money equal to the value of the defendant's stock in trade on hand; that this had never been done; that the plaintiff was employed at a weekly salary; and that the bill heads were ordered by plaintiff without authority, and their use only permitted after his assurance that he would shortly purchase an interest in the business. These allegations were denied by the plaintiff. *Held*, that the motion should be granted. On a motion for an interlocutory injunction, the Court should be satisfied that there is a serious question to be determined, and that under the facts there is a probability the plaintiff will be held entitled to relief. *BURDEN v. HOWARD* .....461]

6. — *Mandatory Injunction—Floatable River—Riparian Rights—Use of Stream—Mill Owner—Timber Driving—Obstruction—Removal of Obstruction be-*

**INJUNCTION—Continued.**

*fore Hearing—Dismissal of Bill—Costs — Injunction for Apprehended Injury—Assessment of Damages—Absence of Ground of Relief in Equity.* [The defendant, the owner of a saw mill on a floatable river, erected booms in connection therewith, which, with logs of the defendant, impeded the passage of logs of the plaintiff. The obstructions were removed before the hearing, but after notice of motion had been given for an interim mandatory injunction, which was granted. *Held*, that the bill should be dismissed, but without costs, and with costs to the plaintiff of the taking out and service of the injunction order. An injunction to perpetually restrain defendant from closing or obstructing the river refused. The owner of land on a floatable river is entitled to erect booms and piers necessary for reasonable use of the river in operating a saw mill. The Court refused, in the above suit, to assess plaintiff's damages, as he had a remedy at law, and at the time the bill was filed the grounds for an injunction had ceased. *WATSON v. PATTERSON* ....488]

7. — *Mandatory Injunction—Rule as to Granting—Form.* [A mandatory injunction will not be granted except in cases, where extreme or very serious damage will ensue if the injunction is withheld. The form of a mandatory injunction adopted in *Jackson v. Normanby Brick Co.* (1890) 1 Ch. 438, approved of. *SAUNDERS v. WILLIAM SAUNDERS CO., LTD.* .....303]

— *Agreement—Option to purchase land—Time the essence of the agreement—Restraint of ejection action—Terms of granting injunction* .....365  
*See AGREEMENT.*

— *Mandatory—Railway—Passenger train service—Agreement—Breach* .....195  
*See RAILWAY.*

— *Office—Remedy to avoid—Quo warranto—Pilottage commission.* .....28  
*See PILOTAGE COMMISSION.*

— *Ship—Master—Refusal to sign bills of lading—Restraint of vessel proceeding to sea with cargo.* .63  
*See SHIP.*

**INSPECTION—Discovery.**

*See DISCOVERY.*

**INSURANCE—Life Insurance—Note Given for Premium—Part Payment—Extension of Time—Forfeiture—Waiver—Assignment of Policy—Receipt—Estoppel—Duty to Assignce. [A condition in a policy of life insurance provided that**