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—*Stay of proceedings—Terms—Chapter 49,*  
*C. S. N. B., s. 66.] Upon a judgment*  
*overruling the defendants' demurrer, the*  
*Court refused to stay proceedings pending*  
*an appeal, considering that greater injury*  
*would result to the plaintiff by a delay*  
*than to the defendant by a refusal to stay*  
*proceedings, but the plaintiff was required*  
*to accept an undertaking for the payment*  
*of the costs occasioned by the demurrer in*  
*case the appeal was dismissed, and to give*  
*an undertaking to forego them in case the*  
*appeal was allowed. McGRATH v. FRANK*  
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2. *Appeal—Stay of proceedings—Inter-*  
*locutory application.] Where a party is*  
*exercising an undoubted right of appeal*  
*the Court will stay proceedings under the*  
*judgment appealed from where necessary*  
*to prevent the appeal, if successful, from*  
*being nugatory.*

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tory proceedings. WELDON ET AL. V. WIL-  
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3. *Appeal—Production—Order for dis-*  
*covery—Stay of proceedings—Security to*  
*indemnify for delay.] Upon an order for*  
*discovery by the defendants, the Court*  
*made it a condition of staying proceedings*  
*pending an appeal, that the defendants put*  
*in security to indemnify the plaintiff from*  
*any loss arising from the delay; the Court*  
*having no judicial doubt as to the correct-*  
*ness of its order, and considering that*  
*greater injury would fall upon the plaintiff*  
*by a delay than to the defendants by a re-*  
*fusal to stay proceedings. ROBERTSON v.*  
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*right to construct line—Restraint of trade—*  
*Notice of agreement—Acquiescence—Unfair*  
*preference—51 Viet. c. 29, s. 240 (D.)—*  
*B. N. A. Act, s. 92, s. 10 (a)—Suit by*  
*foreign corporation.] The E. & N. A. Ry.*  
*Co. were incorporated in 1864, under the*  
*laws of the Province of New Brunswick,*  
*and in 1869 owned a line of railroad from*  
*Fairville, N. B., to Vancaboro, on the*  
*boundary of the State of Maine. In that*  
*year they entered into an agreement with*  
*the plaintiffs, a company incorporated in*  
*the State of New York, giving the latter*  
*the exclusive right to erect and maintain*  
*upon the land of the railroad, lines of tele-*  
*graph which should be the exclusive prop-*  
*erty of the plaintiffs. The E. & N. A.*  
*Ry. Co. agreed to transport gratis em-*  
*ployees of the plaintiffs, and materials used*  
*by the plaintiffs in erecting and maintain-*  
*ing the lines, and not to transport the em-*  
*ployees and materials of any other tele-*  
*graph company at less than the usual rates.*  
*The plaintiffs were to maintain one wire*  
*for the use of the railroad, and to furnish*  
*telegraphic facilities and supplies at a*  
*number of stations on the road. The plain-*  
*tiffs constructed lines of telegraph, and*  
*connected them with their system in the*  
*State of Maine. In 1878 the E. & N. A.*  
*Ry. Co.'s road was sold under a decree of*  
*the Supreme Court in Equity to the St. J.*  
*& M. Ry. Co., by whom it was run until*  
*1883, when it was leased to the N. B. Ry.*  
*Co. for 999 years. Both of these companies*  
*had notice of the agreement, and acted*  
*upon it. In 1888 the C. P. Ry. Co. obtain-*  
*ed running powers from the N. B. Ry. Co.*  
*over the line, and permission to construct*  
*a line of telegraph along the railroad. To*  
*prevent the construction of the line of tele-*  
*graph, as being in breach of the agreement*