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- SQUATTER**—Crown land—Grant—Purchaser for value—Priorities—Notice—Registry Act, 57 Viet., c. 20, s. 69; C. S. 1903, c. 151, s. 66—Instrument improperly on registry 14
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- TAXATION**—Exemption from—Municipality—By-law—Discrimination 138
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- TELEPHONE COMPANY**—*Sale of charter—Outstanding agreement—Right of third party to object to sale* } By agreement, which was to be in force for ten years, the Cumberland Telephone Co. and the Central Telephone Co. were to have the use of each other's lines and of any connections either then had or might thereafter acquire over the lines of any other company. Shortly after the making of the agreement the Central Co. sold its property to the New Brunswick Telephone Co. By its charter the Central Co. had power to amalgamate with any other company, and the Act of incorporation of the New Brunswick Co. empowers it to acquire other telephone lines. The agreement of sale provided that the Cumberland Co. should have, by virtue of its agreement with the Central Co., the use of so much of the New Brunswick Co.'s lines as were acquired from the Central Co. The Cumberland Co. sought to restrain the sale unless provision were made in the agreement of sale that it should have the use of the whole system of the New Brunswick Co.:—*Held*, that the bill should be dismissed. *Held*, also, that the sale and purchase being within the powers of the companies, could not be objected to, and even if it were *ultra vires*, the plaintiffs had no status entitling them to raise the question. *Scoble*, that the sale should not have been enjoined even if the New Brunswick Co. had not assumed the contract of the Central with the Cumberland Co. New
- TELEPHONE COMPANY**—*Continued.*
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- WARRANTY**—Sale of chattel—Breach—Remedy 346
See CHATTEL MORTGAGE, 2.
- WILL**—*Construction—Maintenance clause—Lien.*] Where a testator by his will gave his estate, consisting of farm and dwelling, and personal property, to his son, upon condition that he would maintain testator's widow and daughters, except in the event of their marrying or leaving home, and declared that they should have a home in the dwelling while unmarried, it was held that the estate was charged with their maintenance. *COOL v. COOL* 11
- 2.— *Will—Construction—Trust.*] Testator by his will conveyed property to trustees upon trust to pay to his daughter an annuity of \$1,000 during her life, and on her death to invest the securities set apart to pay said annuity and to divide such investment among his daughter's children on the youngest coming of age. The will then provided that should the daughter be alive on her youngest child coming of age, the daughter, if she should see fit, might have and receive from the trustees the fund set apart to yield said annuity, and the same should be absolutely assigned to her free from all control of her husband. The youngest child came of age in the lifetime of the daughter, who died without making a request to have the fund transferred to her:—*Held*, that there was an absolute trust in favor of the children, which would not have been defeated had the request been made. *In re FISHER TRUSTS* 536
- WINDING-UP**—Company—Shareholder—Leave to appeal 231
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