

11. *Plan of survey — Conventional boundary line — Mistake — Estoppel — Equitable relief.*

See BOUNDARY, 1.

12. *Timber berth—Permit to cut timber—Right of holder—Dominion Lands Act, 1879.*  
See CROWN, 85.

13. *Equival possession—Right of way—Trespass.*

See ACTION, 125.

14. *Trouble de droit—Lease of telegraph system—Operation of railway telegraph lines.*  
See LEASE, 23.

15. *Seizure — Title to goods — Execution against husband—Justification by writ.*

See SHERIFF, 7.

16. *Tenants in common — Non-joinder of parties—Mesne profits.*

See EJECTMENT, 2.

17. *Possession of marsh lands—Accretion—Entry by survey commissioner—Evidence—R. S. N. S. (½ ser.) c. 40, s. 4—Consent of owners—"New works"—Findings of jury.*  
See TITLE TO LAND, 100.

18. *Trespass to mortgaged property—Parties to action for—Owner of equity of redemption—Mortgagee out of possession.*

See MORTGAGE, 60.

19. *Railways — Regular depot — Traffic facilities — Railway crossings—Negligence—Walking on the line of railway—Invitation—Licence—51 Viet. c. 29, ss. 240, 356, 373 (D.)*

See RAILWAYS, 50.

20. *Usurpation by municipal corporation — Widening streets—Illegal detention of lands—Damages.*

See EXPROPRIATION, 11.

21. *Water lots—Navigable waters—Cutting ice.*

See RIVERS AND STREAMS, 5.

22. *Deed of lands—Metes and bounds—Possession beyond boundary.*

See TITLE TO LAND, 87.

23. *Municipal drains—Continuing trespass—Limitation of actions ex delicto—Nova Scotia "Towns Incorporation Act."*

See MUNICIPAL CORPORATION, 95.

24. *Overhanging roof — Right of vicie — Boundary line — Evidence — Demolition of works constructed—Waiver.*

See TITLE TO LAND, 41.

25. *Staking mineral claims—Placer mining—Hydraulic concessions—Annulment of prior lease—Volunteer plaintiff—Right of action—Status of adverse claimants.*

See MINES AND MINERALS, 14.

26. *Railway embankment—Trespass—Nuisance—Continuing damages—Right of action.*

See NUISANCE, 7.

27. *Occupation of leased lands—Injury to leased property—Recovery of lands and damages.*

See TITLE TO LAND, 8.

## TROVER.

1. *Conversion of vessel — Joint owners — Marine insurance — Abandonment—Salvage.*—A sale by one joint owner of property does not amount, as against his co-owner, to a conversion unless the property is destroyed by such sale or the co-owner is deprived of all beneficial interest.—A vessel partly insured, was wrecked and the ship's husband abandoned her to the underwriters, who sold her and her outfit to one K. The sale was afterwards abandoned and the underwriters notified the ship's husband that she was not a total loss and requested him to take possession. He paid no attention to the notice and the vessel was labelled by K. for salvage and sold under decree of court. The uninsured owner brought an action against the underwriters, for conversion of her interest. *Held*, affirming the decision of the Supreme Court of New Brunswick, that the ship's husband was agent of the uninsured owner in respect of the vessel and his conduct precluded her from bringing the action; that he might have taken possession before the vessel was labelled; and that the insured owner was not deprived of her interest by any action of the underwriters, but by the decree of the court under which the vessel was sold for salvage. *Rourke v. Union Ins. Co.*, xxiii., 344.

2. *Married woman — Title to goods—Execution against husband—Justification by writ.*

See SHERIFF, 7.

## TRUSTEES AND EXECUTORS.

See EXECUTORS AND ADMINISTRATORS.

## TRUSTS.

1. *Title to land — Principal and agent — Sale by agent—Fraudulent conveyances—Pretended purchase—Laches.*—In 1874, the plaintiff, W. J. T., before leaving Canada, conveyed certain lands, in which he had an interest as assignee of a contract to purchase, to his brother, G. T., one of the defendants. In April, 1851, G. T., in anticipation of a suit which was afterwards brought by one C. against W. J. T., in relation to the lands in question, without the knowledge of his brother, re-assigned the property to him, and having paid the balance of the purchase money, a deed of the lot issued at G. T.'s request to W. J. T. as such assignee. In October following a power of attorney was sent to, and executed by, W. J. T. who was then in California, in favour of G. T., to enable him (G. T.) to "sell the land in question, and to sell or lease any other lands he owned in Canada." In 1856, G. T. conveyed the property to W. the respondent, who had acted as solicitor for W. J. T., and had full means of knowing G. T.'s position and powers, for an alleged consideration of \$1,000, and W. immediately re-conveyed to G. T. one-half of the land for an alleged consideration of \$200. In 1875, W. J.