

- language towards plaintiff, alarming the inmates of the plaintiff's house.
- Held: That a trespass had been proved which entitled the plaintiff to some damages, and the jury having found for the defendant, the Court set the verdict aside, and ordered a new trial.—*Cunningham v. Hadley*..... 530
- TRIAL, notice of..... 540
See PRACTICE, 19.
- TRUSTEE, duty of..... 363
See PRACTICE, 16.
- TRUST FUNDS.
- Trust funds settled on a married woman, for the benefit of herself and children, were expended by her and her husband contrary to the provisions of the deed of settlement. The husband afterwards repaid to the trustee, out of his own earnings, the amount so expended, but while repaying it he said to the trustee that he wished to make his wife a present of a horse and waggon. The amount so repaid was drawn by the husband a day or two afterwards out of the bank, on a cheque given him by the trustee, and a horse and waggon bought with part of the money. The articles were used by the wife, and also by the husband, (who was a physician), in his practice. One witness said that the horse and waggon were placed in his charge by the wife, with instructions not to give them to her husband without her orders, which instructions he (witness) said he obeyed.
- Held: That the horse and waggon were not trust property, but the property of the husband, and could be taken on an execution against him.—*Gilpin v. Sawyer*..... 534
- USAGE OF TRADE.
- Where a cargo insured "at and from *Arichat* to *Halifax*" was shipped at *Petit de Grat*, a port nearer to *Halifax*, and distant nine miles from *Arichat* by water, and one and a half mile by land, and which by the usage of trade in *Richmond*, the county wherein both ports are situate, appeared to be generally considered and treated by merchants there, and by the masters of coasting vessels in *Isle Malame*, the large island wherein said ports are situate, and also partly by merchants in *Halifax*, as one and the same port with *Arichat*; the Custom House for both ports was at *Arichat*, and the vessel and cargo were lost shortly after the vessel left *Petit de Grat*,
Held: That this usage did not bind underwriters unless known to, or acquiesced in by them; and no evidence of such knowledge or acquiescence having been given, that the policy never attached, and the underwriters, therefore, were not liable.—*Hennessy v. New York Mutual Marine Insurance Company*..... 259
 - Usage must be proved by instances, and not by the opinion of witnesses.—*Ibid*..... 259
See Also INTEREST.
- VERDICT against charge and uncontradicted evidence..... 542, 727
See PRACTICE, 25, 21.