

Province of New Brunswick.

SUPREME COURT.

Barker, J.]                      WOOD v. LE BLANC.                      [Dec. 16, 1902.

*Injunction—Cutting timber on disputed land—Finaing of jury in replevin action.*

An ex parte injunction to restrain defendants from cutting timber and removing timber already cut on lands the title to which was claimed by plaintiff and defendants by possession was dissolved where a jury in an action of replevin by the plaintiff to recover timber cut by defendants on the land, had found in their favour, though a motion for new trial was undisposed of.

*Pugsley, K.C., A.G., and Friel, for defendants. M. G. Teed, K.C., for plaintiff.*

Barker, J.]                      HALE v. PEOPLE'S BANK.                      [Jan. 20.

*Partnership—Dissolution—Power of partner to complete contracts previously made.*

Notwithstanding the dissolution of a partnership a partner continues, until a receiver is appointed, to have the same power that he had before the dissolution to complete contracts previously made for the purpose of winding up the partnership affairs.

*Pugsley, K.C., A.G., and G. W. Allen, K.C., for plaintiffs. Currey, K.C., Grimmer, K.C., and Carvell, for defendants.*

Barker, J.]                      STEWART v. FREEMAN (No. 3).                      [Jan. 20.

*Tender—Bank notes.*

A tender in bank notes is good, though notes are not legal tender, if the tender is not objected to on that account.

*D. McLeod Vince, and J. C. Hartley, for plaintiff. A. B. Connell, K.C., for defendant.*

Barker, J.]                      KERRISON v. KAY.                      [Feb. 17.

*Will—Construction—Date of vesting.*

By his will testator gave to his wife a life interest in all his property, and upon her death he bequeathed to an adopted daughter a sum of money to be invested in the name of A., her son, or any more issue of hers there might be; the interest to be hers for life, and in case of her death or her