

attached to the owner's pipes, on the other to the supply pipe of the company in some cases, and in others the consumer owns pipe each side of the meter. These meters are constantly being removed and replaced according as gas is being consumed, on the consumer's premises or not. They are put on with the knowledge and understanding that they may be removed at any time, and they can be removed easily in a moment of time without the least injury to the premises in which they are or to the company's plant, and without interrupting in the least the company's business. They are only necessary as the means considered best for ascertaining the standing of the account between the company and the consumers, and they may be, and in some 200 cases in this city are, the property of the consumer. On consideration of the numerous decisions referred to, I do not think I am warranted in holding that they are so fixed to the building and mains constituting the real estate of the company as to become part of an indivisible set of plant of this company assessable as real estate.

I hold that the meters are personal property and reduce the assessment on this head by \$10,000.

Province of Nova Scotia.

SUPREME COURT.

TOWNSHEND, J. }
In Chambers.

[April 1.

BARNABY v. BARNABY.

Deed of assignment—Authority of assignee to execute on behalf of creditors before expiration of time limited—Right of creditors to execute after expiration of time.

A trust deed without preferences provided for the payment of all creditors who should execute the same within a time limited. Before the expiration of the time two creditors communicated to the assignee by letter and telegram their willingness to sign, and their accession to the terms of the instrument. In the absence of a formal power under seal the assignee did not sign, and when a formal power arrived he refused on the ground that the time had expired. An originating summons having been taken out by the assignee for directions in the execution of the trusts,

Held, that the creditors having done all that was necessary to entitle them to a participation under the deed, the assignee should have executed the deed on their behalf;

Also, that even if the authorization in the first instance were defective, the creditors were not under the circumstances precluded from signing after the expiration of the time and enjoying the benefits of the assignment, unless by their delay the position of the assignee had been so changed as to result in loss to him.

McInnes, in support of summons.

Borden, Q.C., contra.