

*Held*, that this did not affect the provisions of the city charter (Acts of 1891, c. 58, s. 362) under which all rates and taxes become due the 31st day of May in each year, or postpone the time of payment.

*A. Whitman*, for appellant. *C. P. Fullerton*, for respondent.

Full Court.]

MCINTYRE *v.* MCKINNON.

[March 8.

*Deed — Description — Construction, "In front of" — Evidence — Control.*

Trespass to land. Defendants replied upon deed from L. of a lot of land, approximately triangular in shape, being parcel of a larger lot of land conveyed to L. by V. J. S. and wife, and described as being "on the south shore of Gabarus Bay, in the county of Cape Breton, and bounded as follows: that is to say, by a line beginning at the shore at a stake . . . and thence running south . . . to a general rear line, etc." The front line of the triangular lot was a road running across L.'s land near the shore; one of the side lines was uniform with one of the side lines of the land conveyed to L., while the third or remaining line ran obliquely across it. The deed relied upon by the defendants, in addition to the land included within the three sides of the triangle and conveyed by the deed, contained the words "together with the land in front of the said lot to high water mark."

*Held*, that the words "in front of" were to be read in their ordinary sense, and the front line of the triangle being of the length of 176 feet, the land "in front" and intended to be conveyed, would necessarily be of the same width, and not of the width that would result from extending the oblique line of the triangle to high water mark.

The trial judge admitted in evidence an agreement made between the defendant M. and one S., and also evidence of acts done upon the ground by M. and S. in pursuance of the agreement, which evidence was introduced for the purpose of controlling in favour of M. the description in the deed from L.

*Held*, that none of the evidence so received was admissible, the transactions relied upon having taken place about two years prior to the date of the deed from V. J. S. to L.

*J. A. Chisholm* for appellant. *H. Mellish* for respondent.

Townshend, J., at Chambers.]

[March 18.

IN RE KINNAR TRUSTS, JONES *v.* SMYTHE.

*Trust estate—Income during infancy—Disposal of estate on c'estui que trust attaining full age.*

K., on 2nd January, 1879, made a trust deed of certain securities "upon trust to collect, get in and receive the interest and dividends, and to pay the same to his wife B. K. for her own use until the younger of his two children, B. E. K. and T. C. K., should attain the age of twenty-one years; and upon such attaining, upon trust to hold the said assigned securities to and for the sole and absolute use and benefit of the said B. E. K. and T. C. K. equally, share and share alike, and of the survivor of them, in case of the death of either of them, free from the control, debts or liabilities of any husband or