

3. Action of Trespass to Land—Motion to Set aside Verdict and for Entry of Non-suit—New Trial—Leave to Move for Non-suit not Reserved at Trial—Construction of Agreement—Grant of Land—Right of Way—Practice: *McKinnon v. Clark* (P.E.I.), 211.

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### TRUST.

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### WATER LOT.

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### WILL.

1. Construction—Trusts—General Intention of Testator—Costs: *Morrison v. Bishop of Fredericton et al.* (N. B.), 277.
2. Construction—Life Estate—Gift over “as Left Unused” by Life Tenant: In re *Elliott* (N.S.), 308.
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4. Residuary Clause—Construction—Gift Inter Vivos—Declaration of Trust—Testamentary Gift—Wills Act of New Brunswick: *Clark v. Clark et al.* (N. B.), 318.
5. Exercise of Power under Will—Surplus Moneys on Sale under Mortgage—To whom Payable: In re *Cairns* (P.E.I.), 357.
6. Construction—Fund for Maintenance and Education—Time for Payment—Costs: *Taylor v. McLeod et al.* (N.S.), 450.
7. Devise to One of Testator's Sons to be Selected by Widow—Death of Widow without having made Selection—Joint Tenancy or Tenancy in Common—Partition Refused—Administration Ordered: *Hutchison v. Hutchison* (P.E.I.), 454.

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### WINDING-UP.

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