

one year's supply of the logs. Afterwards the original purchaser becoming insolvent absconded, and the vendor refused to complete the contract, asserting a right to stop the goods *in transitu*, or to retain them before the *transitus* commenced, in consequence of the insolvency of the purchaser. The assignee thereupon commenced an action at law in the name of the purchaser against the vendor in which he recovered judgment, and the vendor filed a bill to restrain proceedings at law. The court refused him any relief, and dismissed the bill with costs.

Wait v. Scott, 154.

### SURETY.

See "Principal and Agent," 2.

### SURVIVING PARTNER.

(RIGHT OF.)

See "Partnership," 3.

### TARIFF OF CHARGES.

(BY A RAILWAY COMPANY.)

The act incorporating a railroad company authorized the company to levy such tolls only as should be fixed by by-law of the company, to be sanctioned by the Governor, and that the same tolls should be charged at all times equally to all persons. The company, from the circumstances of a firm covenanting to furnish certain quantities of lumber to be transported over their line of railway, contracted to carry the same at a lower rate than that fixed by their tariff for the public generally; but no by-law to this effect had been passed by the company. The court, upon a bill filed, declared such contract illegal, and enjoined the company from continuing to carry at other rates than were charged for the

like services to the public generally.

The Attorney General v. The Ontario, Simcoe & Huron Railroad company, 446.

### TENANT FOR FIFE.

*Semble.*—A tenant for life of the whole estate of the testator, consisting of an improved farm, and of wild lands, is bound to keep down the taxes upon the whole.

Biscoe v. VanBearle, 438.

### TIMBER.

(SALE OF GROWING.)

The owner of land agreed to sell the growing timber thereon, and by the terms of the agreement it was stipulated that the price should be paid by the purchaser's note, endorsed by a responsible party, renewable for half at its maturity, *the delivering of such note within ten days from the date thereof to be the completion of the consideration for said agreement*: Held, that this was only a mode of paying the purchase money, and was not substituted for it; and that upon failure of payment the vendor was entitled to an injunction to restrain the felling of timber or the removal of such as had been already cut down.

Mitchell v. McGaffey, 361.

(RIGHT TO CUT.)

See "Lessor and Lessee."

### TITLE.

(CLOUD ON.)

1. The owner of a large tract of waste lands of the province, resident in Canada, executed a power of attorney to an agent about to visit England, authorising him to enter into contracts under seal for the sale of them; and in the power were specified several terms upon which the sales were to be