

terest of. The lessee made default in payment of all principal and interest, and abandoned the possession, and left the premises for the United States, and the lessor being unable to ascertain the place of residence of the lessee so as to put an end to the contract, obtained possession by writ *habere facias* issued in an action of ejectment brought upon a vacant possession. The lessee, after a third instalment of interest fell due caused a tender to be made of what had become due, which was refused, and about a year afterwards filed a bill to enforce the specific performance of the contract. The court considered the laches of the plaintiff such as to disentitle him to relief, and dismissed the bill with costs.

Young v. Bown, 402.

11. To a bill for specific performance of an agreement to purchase lands, the vendee set up that he had been led into drink by the fraudulent contrivances of the vendor, and while in an insensible state of intoxication had been induced to sign the agreement, in which the price stipulated to be paid for the property was most exorbitant, and which was now sought to be enforced. At the hearing it was clearly shown that the purchaser had been at the time of executing the contract intoxicated, and that the price agreed to be paid was exorbitant, but the court exonerated the vendor from any fraudulent conduct, and therefore refused to give the defendant his costs on the dismissal of the bill. Scholfield v. Tummonds, 568.

12. The fact of the sale having been effected according to a plan of the property, upon which were

shewn certain roads leading to the several lots, does not bind the vendor to make such roads; although the court would restrain the diversion to any other purpose of the land appropriated for such roads.

Cheney v. Cameron, 623.

13. Before the court will compel a purchaser to accept a title, it must be shewn that the title is reasonably clear and marketable, without doubt as to the evidence of it. Where, therefore, the deed to the vendor was executed on the 14th of February, 1854, and in December of that year a commission of lunacy was issued against the grantor in that deed, under which it was found that he was insane, and had been so from the month of February or March previous, the court refused to enforce the contract.

Francis v. St. Germain, 636.

14. Where the lunacy of the previous owner of the estate was relied on as an objection to the title, and the vendor alleged that if such were the fact it was shown that he had purchased fairly, and without notice of the lunacy, as a ground for enforcing the contract; but, as the fact that the vendor had purchased without such notice, was one which from its nature was incapable of proof, and notice on some future occasion might be clearly shewn, the court allowed the objection, and dismissed the vendor's bill with costs. *Ib.*

See also "Executors."

"Infants."

#### STOPPAGE IN TRANSITU.

The purchaser of saw logs to be delivered at certain specified times assigned the contract to a third party, to whom the vendor deliver-

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