

Stat. of Upper Canada, chap. 55, requiring the county treasurer in the warrant issued by him for the sale of lands in arrear for taxes, to distinguish those that have been patented, from those under lease or license of occupation, is compulsory; and that sales effected under a warrant omitting such particulars are void.

Hall v. Hill, 569.

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TENANT IN COMMON.

(ADMISSIONS BY.)

See "Joint Tenant."

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TRUSTEE AND CESTUI QUE TRUST.

See "Attorney and Client."

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ULTRA VIRES.

See "Corporations."

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UNPAID PURCHASE MONEY.

(VENDOR'S LIEN FOR.)

The purchaser of land from the Crown sold and transferred his right to C. in 1834. C. subsequently transferred his interest to T. H., who entered into possession, and remained in such possession until 1839, when he died, leaving an infant son his heir-at-law. About a year after his death his widow assumed to sell the estate to E. H., a brother of her late husband, who entered into possession; and having subsequently procured, from the original vendee of the Crown, an assignment of the same date and in the same words as the one executed by him to C., by means thereof procured from the Crown the patent for the lot in his own name, and mortgaged the property to his brother H. H., who had notice of all the circumstances attending the title, and to whom E. H. afterwards released his equity of redemption. In the spring of 1861 H. H., by means of an ejectment, evicted E. H., who up to that time had continued in possession of the property, and in November of that year H. H. sold and conveyed the estate to S., who took without notice, and paid the whole of his purchase money except £175, for which sum the father of S. gave his promissory note for the purpose of facilitating the carrying out of the bargain, S. leaving in the hands of his father certain securities, out of which it was agreed that the father should collect means over and above a sum owing by the father to S. to retire the note, which note, however, was not paid in full,