

of *Toronto v. Virgo*, on appeal from the Supreme Court of Canada, judgment was delivered to-day, (Nov. 16). Their Lordships thought that there was a marked distinction to be drawn between prohibition or prevention of a trade, and the regulation or governance of it, and that the question was one of substance and should be regarded from the point of view of the public as well as of that of the hawkers. They regarded the effect of the by-law to be practically to deprive residents of buying goods or trading with the class of traders in question. Their Lordships' conclusion was that it was not the intention of the Act to give to the Corporation the prohibitory powers claimed under the by-law, and, agreeing with the majority of the Judges of the Supreme Court, they dismissed the appeal with costs."

SUPREME COURT OF CANADA.

OTTAWA, 6 May, 1895.

Ontario.]

VICTORIA HARBOUR LUMBER CO. v. IRWIN.

*Contract—Sale of timber—Delivery—Time for payment—
Premature action.*

By agreement in writing, I. agreed to sell and the V. H. L. Co. to purchase timber to be delivered "free of charge where they now lie, within ten days from the time the ice is advised as clear out of the harbour so that the timber may be counted . . . "Settlement to be finally made inside of thirty days in cash less 2 per cent. for the dimension timber which is at John's Island."

Held, affirming the decision of the Court of Appeal, that the last clause did not give the purchasers thirty days after delivery for payment; that it provided for delivery by vendors and payment by purchasers within thirty days from the date of the contract; and that if purchasers accepted the timber after the expiration of thirty days from such date, an event not provided for in the contract, an action for the price could be brought immediately after the acceptance.

Appeal dismissed with costs.

Laidlaw, Q. C., & Bicknell, for appellants.

McCarthy, Q. C., & Edwards, for respondent.