

TENANT FOR LIFE.

See "Railway Company."

TIMBER CUT ON MORTGAGE PREMISES.

The jurisdiction as to restraining the cutting and removal of timber was not preventive only; the Court would in a proper case interpose where the timber could be followed. The Administration of Justice Act (1873, sec. 32) it would appear, however, has removed any technical difficulty of this sort.

McLean v. Burton, 134.

See also "Damages for Cutting."

TRESPASSER.

In a suit brought to have boundaries declared, the defendants claimed the right to an injunction to restrain the plaintiff from retaining the use of the road along a portion of the shore of Muskoka Bay. It appeared that the road in question was of great public utility and benefit; that the defendants were not riparian proprietors, there being a road allowance laid out along the shore between their lands and the waters of the bay; and that the defendants had built their mills—one partly in the waters of the bay and partly on the public highway, the other in the navigable waters of the bay:

Held, that the defendants were to be treated as plaintiffs seeking relief by bill, and (following *Giles v. Campbell*, ante vol. xix., page 266) that being themselves trespassers, they were not entitled to any relief against the plaintiff.

Cockburn v. Eager, 409.

TRUST, TRUSTEE, AND CESTUI QUE TRUST.

1. A purchase was negotiated by M., the husband and father of the plaintiffs respectively, of a village building lot, and he obtained from the vendor a bond securing a conveyance thereof to his father. M. thereupon went into possession, built upon and otherwise improved the property, and died in possession thereof. Amongst his papers there was found, after his death, a receipt from the vendor as follows: "Received from *Mark McManus* payment in full for a building lot of one hundred and four feet square, on which he has a store erected. The deed to be given when demanded;" but no evidence was forthcoming of this document ever having been shewn to the father, who, it was proved, was unable to read or write, in consequence of which he was in the habit of always having his business transacted by M. From the evidence of the vendor it was evident that the whole payment