what was meant to be included in the term "timber." On the land were standing and growing varieties of trees such as pine, hemlock, oak, elm, ash, beech, birch, basswood, maple. The pine was not bought, as defendant admits; the hemlock was to be cut and peeled for tan bark by plaintiff, and the wood or trunk was to be purchased by Baker at a price fixed. It was understood apparently that the parts of trees cut and suitable for firewood were to be paid for also at so much a cord. It is not important now to consider whether all the hardwood was sold or only certain varieties; but everything not to be regarded as timber at the date of the contract was excluded; the words of description being "all the first class sound merchantable saw logs and fire wood timber *now* upon" the two lots in question. The growth of timber then existing was being dealt with, not a later growth.

Though the instrument gives a right to so much of the soil and for so long as is sufficient to sustain and nourish the trees sold till they are actually cut down, yet the substantial purport of the whole transaction is the sale of a merchantable commodity; the standing trees are to be turned into saw logs and timber; the conveyance severed them in law from the freehold; and the question now is whether the actual severance in fact should not have been within a reasonable time or within the period fixed by the Statute of Limitations for exercising a right of entry on lands. A right of choice is given to the purchaser—all trees are not sold, but such as he may see fit to remove—should not this right of selection be exercised within reasonable limits of time? The parties had in contemplation a speedy removal, though no time is expressed in the writing. Both speak of the purchaser's intention to enter upon the cutting the next year and the bringing up of a floating mill to the lake near the place for the purpose of cutting up the trees, and getting the firewood necessary for the mill from this place. Plaintiff's wife says that five years was spoken of as the limit, but the husband says that this was not mentioned, but that five years would have sufficed to get all off.

No cases can be expected in England on such a question as to timber; but they are not uncommon in the United States, where, as with us, timber is one of the chief products of parts of the country.

It appears to me that a very reasonable doctrine is laid down in a late case from the pine State in which the law is fully discussed, viz., McRae v. Stillwell, 111 Ga. 65 (1900). An instrument in the form of a deed conveyed to the grantees at a price per acre "all the pine timber suitable for saw mill purposes" on lots described, with right of entry, &c., and no