

FALCONBRIDGE, C.J.

APRIL 12TH, 1902.

TRIAL.

HAM v. PILLAR.

*Vendor and Purchaser—Delivery of Conveyance—Covenant for Possession—Enforcement.*

Action to compel a vendor to give possession of the land conveyed, under the covenant in the conveyance. Tried at Kingston.

H. L. Drayton, Toronto, and J. English, Napanee, for plaintiff.

J. L. Whiting, K.C., for defendant.

FALCONBRIDGE, C.J.—The plaintiff is entitled to rely on his covenants. There is but little dispute as to what took place on the 31st October, but, in any view of the facts, plaintiff's rights under the deed were not taken away. The deed was not delivered by mistake. There was ample opportunity for deliberation and consultation, inasmuch as the deed had to be sent for and procured from the office of defendant's solicitor. It does not seem to be a case for specific performance, but for damages. Judgment for plaintiff with costs up to judgment. Reference to Master at Napanee as to damages. Further directions and subsequent costs reserved. Thirty days' stay.

J. English, Napanee, solicitor for plaintiff.

J. Mudie, Kingston, solicitor for defendant.

APRIL 12TH, 1902.

C. A.

GRAVES v. GORRIE.

*Copyright — Works of Fine Art — Imperial Acts — Application to Colonies.*

Appeal by plaintiffs from order of a Divisional Court (1 O. L. R. 309) affirming judgment of ROSE, J. (32 O. R. 226). The plaintiffs are art publishers in London, England. The defendant is a printer and publisher in Toronto, Ontario. The plaintiffs claim to be entitled to the copyright in Great Britain and Ireland, and the British colonies and possessions,