

down by Lord Westbury in *Chinnock v. Marchioness of Ely*, 4 DeG. J. & S. 638, adopted.

2. If it had been otherwise, the defendant had waived his right to have a formal agreement executed by making the sale referred to.

3. The defendant, having exercised rights of possession of the property by making such sale and not having set apart the money for the instalment by depositing it in a bank or other proper place of deposit in a separate account, was liable to pay interest on the amount from the due date although there was some delay on the plaintiffs' part in making title: *Stevenson v. Davies*, 23 S.C.R., at p. 631.

A. B. Hudson and A. V. Hudson, for plaintiffs. Galt, for defendant.

Province of British Columbia.

SUPREME COURT.

Full Court.] IN RE NARAIN SINGH. [July 29.

Costs—Against the Crown—Whether they can be awarded.

The court will, and when occasion requires, should give costs either for or against the Crown. *Reg. v. Little* (1898) 6 B.C. 321 followed.

A. D. Taylor, K.C., for the Crown. Brydone-Jack, contra.

Hunter, C.J.] REX v. SHEEHAN. [Sept. 1.

Criminal law—Vagrancy—Means of support—Gambling—Evidence—Code s. 207 (a).

Accused, when arrested, had on his person \$27.20. Evidence was given that he lived by "following the race track," and that his general associates were gamblers and other criminal classes.

Held, that, although he might be convicted under s.-s. (1) of s. 238 of the Code, yet he could not, on the evidence, be convicted