

smallest portion of them, to A., or if the payment or delivery, or both, should be postponed by agreement till a future day, the sale will be valid, and the property in the goods will pass from the seller to the purchaser. If, however, any act should remain to be done on the part of the seller previously to the delivery of the goods, the property will not pass to the purchaser until such act shall have been done. Thus if goods, the weight of which is unknown, are sold by weight; or, if a given weight or measure is sold out of a larger quantity, the property will not pass to the purchaser until the price shall have been ascertained by weighing the goods in the one case, or the goods sold shall have been separated by weight or measure in the other. So if an article be ordered to be manufactured, the property in it will not vest in the person who gave the order until it shall, with his consent, have been set apart for his benefit.

With regard to goods of the value of \$40 or upwards, additional requisites have been enacted by the seventeenth section of the Statute of Frauds, which provides "that no contract for the sale of any goods, wares and merchandise for the price of £10 sterling or upwards, shall be allowed to be good except the buyer shall accept part of the goods so sold, and actually receive the same, or give something in earnest to bind the bargain or in part payment, or that some note or memorandum in writing of the said bargain be made and signed by the parties to be charged by such contract, or their agents thereunto lawfully authorized."