to the broad question as to whether the Government of Canada or of the Province, is entitled to estates escheated to the Crown for want of heirs.

Held [Sir. W. J. RITCHIE, C. J. and STRONG, J., dissenting] that escheat being a prerogative right and hereditary revenue of the Crown in Canada, the Province of Ontario does not represent Her Majesty in the exercise of her royal prerogative in matters of escheat in said Province.

Held also (per FOURNIER, TASCHEREAU and GWYNNE, J. J.) that any revenue derived from escheats, after the full and free exercise of the Crown prerogative of grace and bounty in favour of any person having claims upon the person whose estate the escheated property was, belongs under section 102 B. N. A. Act, to the Consolidated Revenue Fund of Canada.

W. McDougall, Q. C., and *Z. Lash*, Q. C., for appellants.

Ed. Blake, Q. C., *Loranger*, Q. C., and *James Bethune*, Q. C., for respondents.

CORBY ET AL, (Appellants), v. WILLIAMS, (Respondent).

Contract—Vendor and purchaser—Property in goods—Delivery.

This was a bill filed in the Court of Chancery to recover a portion of the amount of a bill of exchange drawn by the respondent on the appellants, and accepted by them in payment of a cargo of corn purchased and shipped by the respondent, a commission merchant residing in Toledo, Ohio, on the order and for account of appellants, distillers at Belleville, Ont. Upon the arrival at Belleville of the cargo, between the dates of the acceptance and maturity of the draft, the defendants refused to receive it and afterwards to pay the said draft, alleging the corn to be useless and heated. The respondent sold it for the best price he could obtain, gave credit for the proceeds to appellants on account of their said acceptance, and sued appellants for the balance and interest.

The appellants contended that the respondent was bound by his contract to deliver the corn in good order at Belleville. It was proved the corn was shipped in good condition at Toledo, and that its deterioration took place *in transitu* and before the arrival of the cargo at Belleville. The respondents assigned the bill of lading, together with the policy of insurance, to the National Bank, Toledo, and drew through them at ten days upon the appellants, endorsing at the same time the bill of exchange for the purpose of vesting the property in the corn, in the Bank to hold to their use, until the bill of exchange should be paid and in default of payment to sell to reimburse themselves to the amount of the bill of exchange.

Held, (STRONG, J., dissenting) that the property in the corn remained by the act of the respondent in himself and his assignees, the Bank, until and after the arrival of the corn at Belleville, and the damage of the corn having occurred while the property continued to be in the respondent and his assignees, the appellants should not bear the loss.

W. Cassels, for appellants.

James Bethune, Q. C., for respondent.

QUEBEC APPEALS.

F. X. COTE (Appellant), v. STADACONA INS. COMPANY, (Respondents).

Company—Action for calls—Misrepresentation—Repudiation—Acquiescence by receipt of dividend.

In an action to recover the 3rd, 4th, 5th and 6th calls of five per cent. on fifty shares of one hundred dollars, alleged to have been subscribed by the appellant in the capital stock of the respondent Company, the appellant by his pleas denied that he ever subscribed for more than five shares, which were fully paid up shares, and alleged that after he had ascertained that he might be held to have only paid ten per cent. on fifty shares, he at once complained to the principal agents of the Company, and asked that his subscription be paid down at the amount he had in reality meant them to be, and that he believed he would never have anything more to pay on his shares; the pleas also averred misrepresentations and fraud on the part of respondent's agent. The Company was incorporated in 1874, and at the trial it was proved that the appellant's subscription was obtained through one of the local agents, who received a commission on the shares subscribed, and that