

DELIVERY OF GOODS.

CROWN PATENT.

See "Grant from the Crown."

CUMULATIVE LEGACIES.

See "Will."

CRIMINAL CASES.

See "New Trial."

CROWN LANDS.

(PURCHASE OF.)

Held, on appeal from the judgment of the Court below, that the purchaser from the Government of a clergy reserve, upon which he has paid an instalment of his purchase money, and obtained the usual receipt from the Crown Lands Department, has a right to obtain possession against any one in the occupation; and that although the occupant may have subsequently obtained the receipt of the Commissioner of Crown Lands; the Crown, under such circumstances, being bound by the contract made by the department with the first purchaser. [*Blake, C., Esten and Spragge, V.C.C.*, dissenting.]

Doe Henderson v. Westover, 465.

DELIVERY OF GOODS.

A party agreed to sell and deliver "F. O. B." 4000 barrels of flour by a day named; of this quantity 3000 had been delivered, but the remaining 1000 were not in the possession of the party contracting to be delivered until after the day appointed. Some days afterwards the vendors sent to the broker who had negotiated the sale the order of another person for the required quantity, which, after taking some days to correspond with their vendees, the purchasers agreed to accept and paid the price agreed upon to the broker, who remitted the money to the vendors, and a vessel was without delay despatched by the purchasers to receive the flour on board: before reaching the port where the flour was to be shipped a fire had taken place in the warehouse and destroyed the flour stored therein. In the absence of any evidence shewing a setting apart of the 1000 barrels, or any acceptance by the purchasers thereof, the Court, while expressing a clear opinion that under such circumstances the loss