regard to the delay, it appears by the affidavit that it was expressly stated at the sale that Harris had no claim, notwithstanding his assertion to the contrary. The purchaser's solicitor, moreover, states that he was given to understand that Harris would execute a release when called upon to do so, and from this fact one can understand that he was induced not to make this claim of Harris a formal objection to the title at an earlier date; as soon, however, as he had definitely ascertained that Harris would not execute a release in October last, he notified the vendor's solicitor, and I do not find that he has done anything since which can fairly be said to be a waiver of the objection.

In the affidavit of the plaintiff's solicitor, it is stated that any claim Harris may have he obtained from the defendant Hallett, and he believes that the plaintiff is not liable to pay Harris for the release, but that the defendants, other than Street, are the parties who are bound to get the claim released. It is this consideration which has probably induced the plaintiff's solicitor to come to the conclusion that as between the plaintiff and the purchaser he was not bound to procure the removal of this objection to the title, but in this respect the plaintiff's solicitor has, I think, mistaken the practice. It is quite out of the question to suppose that a purchaser at a Chancery sale is to deal individually with each party to the suit, in order to procure the removal of objections to the title. On the contrary, the practice is perfectly well settled that the party having the conduct of the sale represents for the purpose of the sale, so far as the purchaser is concerned, all the other parties to the suit, and it is his duty to remove or procure to be removed any objections which may properly be made to the title; and if, in order to do so, it is necessary that any part of the purchase money should be applied, it may become a question between the parties to the suit as to whose shares it should ultimately be paid out of; that is a matter, however, with which the purchaser has nothing to do, and must be adjusted by the parties themselves, or, if need be, by the Court, on a proper application for that purpose.

As the parties in this case have agreed that the balance of purchase money shall be paid direct to the parties entitled, and not into court as provided by the conditions of sale, an agreement which they were competent to make, being all *sui juris*, I do not think the purchaser is in default, but is perfectly justified in withholding payment until the objection is removed; and if it cannot be removed, then I think the purchaser will be entitled to move to be discharged from his purchase, and to have his deposit refunded, or for the allowance of an abatement in his purchase money.

The present application is premature, and must be refused with costs.

NOTES OF CASES

IN THE ONTARIO COURTS, PUBLISHED IN ADVANCE, BY ORDER OF THE LAW SOCIETY.

COURT OF APPEAL.

ONTARIO SALT COMPANY v. LARKIN.

Carriage of goods by water—Mistake by master in delivery—Liability of owner—Vessel chartered for the trip.

Appeal from the judgment discharging a rule *nisi* to enter a nonsuit: see 35 U.C.Q.B. 229.

One H. had chartered a schooner from Goderich to Chicago, and not being able to fill her, told the plaintiffs' agent that they might send 1,000 barrels of salt by her, paying the same rate as he did. This salt was accordingly shipped at Goderich, and this agent signed a bill of lading, by which it was to be delivered to P. & Co., Chicago, care of the Chicago, Burlington & Quincey R. W. Co., Chicago. It had also P. & Co.'s brand on the barrels. There was about 2,400 barrels of salt on board besides, consigned to H. On the voyage about 300 barrels of the deck load, not being part of the plaintiffs' 1,000 barrels, were washed or thrown overboard by stress of weather; and the captain, on arriving, told the freight agent of the railway that it was the plaintiffs' salt which had been thus lost. This freight agent employed one Haines, who was also the shipping clerk for the agents of H., to receive the salt at Chicago, and load it on the cars there; and H. being there, directed about 300 barrels of the plaintiffs' salt to be put with his own, thus making up his own quantity, while the plaintiffs only got 610 barrels.

Held, in the Court of Queen's Bench: 1. That the owner of the vessel, and not H., was her owner for the trip and the contractor with the plaintiffs. 2. That if the master delivered the salt on the dock as H.'s salt when it was in fact the plaintiffs', the defendant would be answerable; that there was some evidence of his hav-