In addition to all this, it is not the property he leaves to her, but all the property she is possessed of, that he wishes her to dispose of in the way he points out. That circumstance alone is decisive against the appellant's contention: Eade v. Eade (1827), 5 Madd. 118; Lechmere v. Lavie (1832), 2 My. & K. 197; Parnall v. Parnall (1878), 9 Ch. D. 96; Theobald on Wills, Can. ed. (1908), p. 490.

Appeal dismissed.

JUNE 26TH, 1913.

*INGLIS v. JAMES RICHARDSON & SONS LIMITED.

Sale of Goods—Wheat in Elevator—Destruction by Fire—Loss, by whom Borne—Property Passing—Payment of Price—Contract—"Track Owen Sound"—Wheat Sold not Separated in Elevator—Payment of Charges—Notice to Bailee—Course of Dealing—Intention of Parties—Duty to Provide Cars—Unreasonable Delay—Negotiations with Insurance Companies—Vendors Treating Wheat as their own—Salvage Sale—Conversion.

Appeal by the plaintiff from the judgment of SUTHERLAND, J., ante 655.

The appeal was heard by MEREDITH, C.J.O., MACLAREN, MAGEE, and HODGINS, JJ.A.

W. D. McPherson, K.C., for the appellant.

J. J. Maclennan, for the defendants, the respondents.

The judgment of the Court was delivered by HODGINS, J.A.:—The 3,000 bushels of grain in question were at the time of the fire in bin "B," with about 17,000 other bushels of the same kind; and, of course, no specific grain had been physically separated and appropriated to the appellant. What the appellant was entitled to get, when he chose to apply for it, was 3,000 bushels out of a larger quantity owned by the respondents; and his receipt and retention of the orders on the Canadian Pacific Railway Company agent did not in any way prevent the respondents from selling the rest of the grain.

*To be reported in the Ontario Law Reports.