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 REPORTS AND NOTES OF CASES.
 

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 Province of Ontario.
 

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 HIGH COURT OF JUSTICE.
 

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Falconbridge, C.J.K.B., Britton, J., Clute, J.]

[Feb. 5.]

KINZIE v. HARPER.

*Bills of exchange—Cheque—Consideration—Part payment under unenforceable contract—Statute of Frauds.*

A definite oral bargain (good except for the Statute of Frauds) for the sale by the plaintiff to the defendant of an ascertainable and definite parcel of land is a sufficient consideration for a cheque drawn by the defendant upon a bank in favour of the plaintiff for a part of the purchase money; and, the cheque being dishonoured, the plaintiff was held entitled to recover the amount thereof from the defendant, the latter not being in possession, and the plaintiff not having made or tendered a conveyance, but being able and willing to perform his contract.

Judgment of the 4th Division Court, County of Waterloo, reversed.

*Clement*, K.C., for plaintiff, appellant. *Middleton*, K.C., for defendant, respondent.

NOTE.—See *Collins v. Smith*, ante, infra, p. 163.

Meredith, C.J.C.P., Magee, J., Mabee, J.]

[Feb. 26.]

WILLIAMS v. PICKARD.

*Water and water-courses—Land bordering on river—Crown grant—Description—Construction—Ownership ad medium flum—Navigable or unnavigable stream—Alluvium—Bed of stream.*

Lot 5 in the front concession of Howard was described in the grant from the Crown issued July 8, 1799, as follows: "Beginning at a post marked 4/5 on the bank of the River Thames; then south 45 degrees, east 68 chains; then north-easterly, par-