

Brown v. McGran.

such vessel, or received on board her, an offence under the said third section. Whereupon, it is now here ordered and adjudged that it be so certified to the said circuit court accordingly.

\*478] \*UNITED STATES, Appellants, *v.* Heirs of ELEADER WATERMAN, Appellees.

*Florida land-claims.*

A grant of land by the government of Florida, made before the cession of Florida to the United States by Spain, confirmed: every point involved in the case having been conclusively settled by the court, in their former adjudications in similar cases.

APPEAL from the Superior Court of East Florida.

The case was submitted to the court, on the record, by *Gilpin*, Attorney-General, for the United States.

BALDWIN, Justice.—This case comes up by appeal from the superior court of East Florida, in which the claim of the appellees to a tract of land described in the record, was confirmed by a decree of that court, proceeding pursuant to the acts of congress for the final adjustment of claims to land in that territory.

It has been very candidly and properly admitted by the attorney-general, that every point involved in the case has been conclusively settled by this court, in their former adjudications on similar cases; it, therefore, becomes unnecessary to state the nature of the claim now before us, further than that it is founded on a lawful grant, on conditions which have been fully performed by the grantee. This court, therefore, orders, adjudges and decrees, that the decree of the court below, adjudging that the title of the appellees is valid under the treaty of 22d February 1821, between the United States and Spain, the laws and customs of Spain, the law of nations, and of the United States, be and the same is hereby affirmed; and the cause is remanded to the court below, with directions to proceed further therein, and to cause such further proceedings to be had as by law is directed.

Decree affirmed.

\*479] \*WILLIAM and JAMES BROWN & Co., Plaintiffs in error, *v.* THOMAS MCGRAN, Defendant in error.

*Principal and factor.—Construction of instruments.*

An action was instituted against the consignees of 200 bales of cotton, shipped, by the direction of the owner, to Liverpool, on which the owner had received an advance by an acceptance of his bills on New York; which acceptance was paid out by bills drawn on the consignees of the cotton in Liverpool. Some time after the shipment of the cotton, the owner wrote to the consignees in Liverpool, expressing his "wishes" that the cotton should not be sold, until they should hear further from him; in answer to this letter, the consignees said, "your wishes in respect to the cotton are noted accordingly;" no other provision than from the sale of the cotton, for the payment of the advance, was made by the consignor, when the same was shipped; and no instructions for its reservation from sale were given, when the shipment was made. Immediately after the acceptance of the bill drawn against the cotton, on the consignees in Liverpool, they sold the same for a profit of about ten per cent. on the shipment; cotton rose in price, in Liverpool, to more than fifty per cent. profit on the invoice, between the