

2. Infringement—Similarity of Design—
Passing off — Deception: *Doran v.*
Hogadore, 349; 11 O. L. R. 321.

TRADE NAME.

See Covenant.

TRADE UNION.

- Conspiracy—Injuring Plaintiffs' Trade—
Evidence — Damages — Injunction
—Picketing: *Metallic Roofing Co.*
of Canada v. Jose, 709.

TRADE USAGE.

See Contract, 4.

TRADING COMPANY.

See Company, 4.

TRANSCRIPT.

See Division Courts, 1.

TRANSFER.

See Bankruptcy and Insolvency—Com-
pany—Costs, 1—Fraudulent Con-
veyance.

TRESPASS TO GOODS.

See Illegal Distress.

TRESPASS TO LAND.

Boundary—Damages—Costs: *Drulard v.*
Welsh, 87.

See Arbitration and Award, 1—Crown
Patent.

TRIAL.

1. Postponement—Grounds for—Mistake
of Plaintiff—Proposed Amendment—
Award: *Paradis v. National Trust*
Co., 323.
2. Postponement—Grounds for—View of
Locus in quo Necessary for Defence
—Impossibility of View at Date of
Proposed Trial: *Williamson v.*
Parry Sound Lumber Co., 532, 562.
3. Postponement — Necessary Witnesses
—Members of Parliament—Refusal
to Attend during Session: *Lefurgey*
v. Great West Land Co., 868.
4. Postponement — Proposed Absence of
Witness — Servant of Crown: *Pin-*
kerton v. Township of Greenock, 737.

5. Separate Trial of Preliminary Issue—
Settlement of Action — Rule 531 —
Consent: *Thomas v. Imperial Export*
Co., 745, 807.

See Costs, 2 — Criminal Law — Dis-
covery, 10 — Division Courts, 5 —
Judgment, 4—Parties, 6, 7—Plead-
ing, 6—Venue, Change of.

TRUSTS AND TRUSTEES.

Enforcement of Trust — Cheque Deli-
vered on Condition—Non-fulfilment—
Recovery of Amount of Cheque —
Evidence: *Pool v. Huron and Erie*
Loan and Savings Co., 680.

See Assessment and Taxes, 5—Bills of
Exchange and Promissory Notes, 1
—Company, 6, 9—Contract, 6—In-
surance, 3—Will.

VENDOR AND PURCHASER.

1. Contract for Option to Purchase Land
—Registration—Failure to Exercise
Option—Refusal to Execute Release
—Action—Costs: *Dingman v. Jarvis*,
244.
2. Contract for Sale of Land—Action by
Purchaser to Compel Specific Per-
formance—Dispute as to Payment—
Absence of Receipt — Burden of
Proof: *Boyd v. Chessum*, 843.
3. Contract for Sale of Land—Authority
of Agent to Contract for Vendor—
Misapprehension as to Instructions—
Specific Performance — Refusal to
Enforce: *Walker-Parker Co. v.*
Thompson, 125.
4. Contract for Sale of Land—Specific
Performance — Contract by Vendor
to Sell to Others—Conduct of Plain-
tiff—Cancellation—Notice to Second
Vendees—Defence—Registry Laws:
McConnell v. Lye, 851.
5. Contract for Sale of Land—Specific
Performance—Authority of Agent—
Execution of Contract for Vendor—
Statute of Frauds—Memorandum in
Writing—Name of Vendor not Given
— Delay — Inadequacy of Price:
Bradley v. Elliott, 137; 11 O. L. R.
398.
6. Contract for Sale of Land—Executed
Contract—Delivery of Deed—Action
by Purchaser to Rescind—Defective
Title—Reliance on Representations
—Absence of Fraud — Reformation
of Deed — Other Relief — Costs:
Shurie v. White, 773.