

Damages by Reason of Purchaser's Dealings with Land—Destruction of Buildings—Inability of Purchasers to Make Complete Restitution—Provisions of Contract—Consent to Alteration of Property—Measure of Damages—Profit from Buildings. *McNiven v. Pigott*, 8 O.W.N. 107, 33 O.L.R. 335.—APP. DIV.

8. Agreement for Sale of Land—Title—Application under Vendors and Purchasers Act—Parties. *Re Godson and Casselman*, 8 O.W.N. 480.—KELLY, J.
  9. Agreement for Sale of Land—Uncertainty as to Land Intended to be Sold—Description—Boundaries—Evidence of Identity—Small Element of Uncertainty—Disregard by Court—Statute of Frauds—Authority of Agent—Ratification—Specific Performance. *Donohue v. McCallum*, 8 O.W.N. 199.—APP. DIV.
  10. Agreement for Sale of Land to Railway Company—Undivided Shares in Portion of Land Owned by Children of Vendor—Refusal of Children to Convey—Payment of Purchase-money to Solicitors for Vendor—Lien of Purchasers for Amount Necessary to Get in Title of Children—Specific Performance—Abatement of Price—Expropriation—Costs. *Grand Trunk R.W. Co. v. Donnelly*, 8 O.W.N. 231.—MIDDLETON, J.
  11. Exchange of Lands—Retention of Money to Pay off Mortgages—Right of Covenantor to be Indemnified against Obligations. *Campbell v. Douglas*, 8 O.W.N. 501.—LENNOX, J.
  12. Sale of Mining Claims—Terms of Agreement—Imperfect Title—Guaranty of Title—Failure to Make Title—Recovery of Purchase-money—Evidence—Jurisdiction of Mining Commissioner—Mining Act of Ontario, 8 Edw. VII. ch. 21, sec. 65—Parties. *Curry v. Mattair*, 8 O.W.N. 148.—APP. DIV.
- See Contract, 14, 15—Covenant—Execution, 1, 2—Fraud and Misrepresentation, 1, 6, 7, 8, 9, 10, 11—Mortgage, 5, 6—Principal and Agent, 1, 2, 5—Will, 2, 9, 10.

#### VERDICT.

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#### VESTED REMAINDER.

See Marriage Settlement.

#### VOLUNTARY ASSUMPTION OF RISK.

See Negligence, 7.