

Per MOSS, C.J.O., that the rule against contribution between wrong-doers has not been qualified to the extent of entitling one who is himself a wilful or negligent wrong-doer to indemnity from another involved with him in causing the injury or wrong in respect of which judgment has gone against them. *Merryweather v. Nixon* (1799) 8 T.R. 186 applied.

Per MEREDITH, J.A., that s. 609 (1) of the Municipal Act 3 Edw. VII. c. 19 (O.), did not apply to the claim of the appellants against the electric company.

Judgment of TEETZEL, J., affirmed.

Washington, K.C., and Gwyn, K.C. for Town of Dundas, appellants. *Telford*, for Dundas Electric Company, respondents.

HIGH COURT OF JUSTICE.

Mulock, C. J. Ex. D., Anglin, J., Clute, J.] [Dec. 31, 1908.

UTTERSON LUMBER CO. v. H. W. PETRIE, LIMITED.

Sale of goods—Conditional sale—Resale by vendee before payment of price—Repossession by vendors—Contract of sale—Construction—Rights against subsequent purchasers—Judgment against vendee—Merger—Election—Waiver—Conditional Sales Act—Laches.

The defendant supplied to B. certain machinery on the terms contained in a written order signed by B. among which were: That payment should be made in instalments, and if default should be made the whole amount should become due; that the title to the goods should not pass until all the dues, terms, and conditions of the order should have been complied with; that B. should not sell or remove the goods from his premises without the defendants' consent in writing, and in case of default of the payments or provisions of the order, and without affecting B.'s liability for purchase money, the defendants should be at liberty, with or without process of law, to enter upon B.'s premises and remove the goods, and, without notice, to sell them at such prices as, in their judgment, were advisable, and credit B. with the same, and that B. should forthwith pay the deficiency, if any, arising after such sale. B. installed the machinery in