THE ONTARIO WEEKLY NOTES.

ULTIMATE NEGLIGENCE. See Negligence, 3, 14.

UNCHASTITY.

See Libel, 3.

UNDERTAKING.

See Solicitor, 2.

UNDUE INFLUENCE. See Deed, 2—Husband and Wife, 8—Judgment, 5—Will, 1, 3, 6.

UNIVERSITY ACT.

See Mistake.

URINAL.

See Municipal Corporations, 6.

VEHICLES.

See Motor Vehicles Act-Negligence, 1-4, 10-Street Railways, 3.

VENDOR AND PURCHASER.

- Agreement for Exchange of Properties—Terms of Payment of Balance—"Negotiable Paper or Cash"—Uncertainty—Specific Performance—Costs. *Martin v. Jarvis, 10 O.W.N. 282. —Boyd, C.
- Agreement for Sale of Land—Action by Purchaser for Specific Performance—Discretion—Advantage Taken of Vendor— Agreement to Rescind—Failure to Establish—Laches— Inability of Vendor to Convey—Evidence—Final Order of Foreclosure in Former Action—Conveyance of Land by Mortgagee—Parties. McLaughlin v. Mallory, 10 O.W.N. 47.—App. Div.
- Agreement for Sale of Land—Application under Vendors and Purchasers Act, R.S.O. 1914 ch. 122, sec. 4—Cloud on Title —Mortgage—Validity—Scope of Application under Act. Re Pine River Light and Power Co. Limited and Town of Orangeville, 10 O.W.N. 408.—SUTHERLAND, J.
- 4. Agreement for Sale of Land—Apprehended Proceedings to Enforce Payment of Instalment of Principal of Purchasemoney—Proceedings in Foreign Court for Purpose of Reaching

556