

SAISIE-GAGERIE. See DAMAGES, 417.

SAISSABILITE.

1. *Damages for label.*] See LIENS, 410.

2. *Exemption of sum awarded as damages for bodily injury.*] See ALIMENTARY PROVISION, 491.

# SALE.

1. *Completion of Contract.*] The defendant agreed to purchase, at 10½ cents per lb., a quantity of cheese then in warehouse in Montreal, with right to reject spoiled cheese. The cheese had to be weighed, in order to ascertain the sum total of the price. He sent men to examine the cheese, and they set apart 1,643 boxes as acceptable, and rejected 33. At his request, the cheese, which was to have been removed on Friday, 10th April, was allowed to remain in the store a few days longer. On the following day, it was damaged to a small extent by a great flood which inundated the warehouse. The defendant then refused to carry out the purchase, and the cheese was resold at a loss, and the present action was brought by the seller to recover the difference. **HOLD:**—That the sale was complete on the examination of the boxes, and the cheese was then at the risk of the buyer who must bear the loss. *Ross v. Hannan*, 395.

2. *Illegal Sale by Pledge.*] See PLEDGE, 470.

3. *Misrepresentation as to thing sold.*] Where a piano sold by auction was falsely represented to be the property of a person to whom it did not belong, and to have cost a sum far in excess of its actual cost, and the purchaser was induced to buy by such false representations, the sale is null and void, and an action for the price cannot be maintained. *Shaw v. Lacoste*, 249.

4. *Of Immoveable, by corporation not authorized to acquire immoveable property.*] See CORPORATIONS, 388.

5. *Of Immoveable of Minor.*] See TUTOR AND MINOR, 384.

6. *Of Machine on trial.*] See EVIDENCE, 187.

7. *Right of Unpaid Vendor.*] The right of the unpaid vendor to resiliate the sale when the debtor is insolvent is distinct from his right to revendicate and his privilege on the proceeds. C.C. 1909, § 2, does not apply to resiliation of a sale, and the unpaid vendor may resiliate the sale even when the goods have been mixed with the debtor's stock so long as they can be identified. *Brown v. Labelle*, 114.

8. *Unpaid Vendor.—Incompatible conclusions.*] An unpaid vendor is not entitled at the same time to pray for the resiliation of the sale, and also that the goods be sold and that he be paid by privilege from the proceeds; but he is entitled to pray for the resiliation of the sale and the return of the goods, without offering the buyer the option of paying the price. So, where the plaintiff prayed for the resiliation of the sale and also that he be paid the price out of the proceeds of the goods, it was held that such conclusions were incompatible, and the defendant, under C.C.P. 120, might, by dilatory exception, have called upon him to declare his