## CONTRACT.

- Action to Set aside, for Improvidence

   Delay in Bringing Action Interest in Partnership—Inadequacy of Price—Fraud Bad Debts Goodwill Counterclaim Costs: Van Tuyl v. Fairbank, 271.
- 2. Construction Advances Share of Profits—Breach—Damages — Measure of—Possible Profits: Battle v. Willox, 5.
- 3. Construction Breach Supply of Logs—Condition—Driving and Towing—Season for Towing: Playfair v. Turner Lumber Co., 614.
- 4. Construction Division of Land Trespass—Title—Damages—Scale of Costs: Scott v. Jerman, 813.
- Construction—Sale of Shares in Company—Terms of Payment Instalments—Agreement under Seal—Absence of Covenant or Promise to Pay for Shares Refusal of Court to Imply Obligation to Pay—Provision for Forfeiture of Down Payment on Default in Subsequent Payments Mere Option of Purchase: Finlay v. Ritchie, 176; 12 O. L. R. 368.
- 6. Division of Estate—Release—Action to Set Aside—Delay—Statute of Limitations—Misrepresentations—Undue Influence—Improvidence—Failure of Proof: Collins v. Bobier, 111.
- 7. Exclusive Right for Term of Years to Enter on Land and Drift for Oil or Gas—Forfeiture Clause—Construction— Penalty— Payment—Time—Lease or License—Profits à Prendre—Specific Performance—Injunction—Subsequent Lease—Registry Laws—Improvements—Reference: McIntosh v. Leckie, 490.
- 8. Lumbering Operations—Cleaning out Stream—Allowance for—Proportion of Cost—Driving Timber—Breach of Contract—Construction of Contract—Impossibility of Performance—Failure to Get Logs out—Measure of Damages—Destruction of Logs by Fire—Negligence—Nominal Damages—Interest—Costs—Claim and Counterclaim: E. B. Eddy Co. v. Rideau Lumber Co., 361, 939.

- 9. Mining Location—Discovery of Minerals—Agreement between Prospectors—Declaration of Interests of Coowners—Statute of Frauds—Trust—Lease Taken in Name of One—Agreement of Lessee with Stranger—Construction—Ratification by Coowners—Notice of Interests of Coowners—License to Mine—Taking out Ore—Share in Proceeds—Fraud—Amendment—Land Titles Act—Injunction—Costs: McLeod v. Lawson, McLeod v. Crawford, 213.
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- 14. Work and Materials on Building— Time Fixed for Completion—Delay of Owner of Building—Increase in Cost of Materials—Contract Price— Correspondence—Quantum Meruit: Sherlock v. City of Toronto, 646.
  - See Assessment and Taxes, 2—Carriers
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