

WORK,

statements of claim :

- for work done and materials provided, 325, 327.
- by a servant against a master for salary or wages due, 246.
- by an agent for remuneration for work done, 72.
- the like by an auctioneer, 91.
- by a broker for commission, &c., 137.
- by a carrier for the carriage of goods, 141, 147.
- by a medical practitioner for medical attendance, &c., 251.
- by a solicitor for work done, &c., 305.
- by stockbrokers for work done in purchasing shares for commission, 308.
- the like in purchasing, selling, and carrying over shares, 309.
- for preventing plaintiff completing a contract for work, 327.
- for work under contract with alternative on a quantum meruit, 328.
- for using bad materials, &c., 329, 330.
- against a coachmaker for not using reasonable care and skill in repairing a carriage, 330.
- against an architect for negligent work, 331.
- against a solicitor for negligence, 306.
- against a medical attendant for negligence, 438.
- for liquidated damages on a building contract, 243.
- by a master against workmen or others for wrongfully procuring his servants to break their contracts with him, or for illegally conspiring to hinder the master's customers from dealing with him : *see* TRADE DISPUTES.

defences, &c. :

- defences that the alleged work was not done, 801.
- defence to an action for work done, &c., denying the request, 801.
- defence that the work was done so negligently and improperly as to be of no value, 801.
- defence with counterclaim for damages for using inferior materials and not completing the work according to contract, 802.
- defence that payment was only to be made on the certificate of the architect, and that he had not certified, 802.
- defence that extras were only to be paid for if ordered by the architect in writing, and that the claim is for extras not so ordered, 802.
- defence and counterclaim to an action for work and materials, 803.
- reply to the preceding defence and counterclaim, 803.
- set-off of liquidated damages due under a building contract, 803.
- defence to a claim on a building contract stating non-performance of a condition precedent and counterclaim for penalties and breach of contract, 804.
- defence that the plaintiff was employed subject to conditions not fulfilled and counterclaim for damages, 806.
- a like defence and counterclaim, 808.
- defence and counterclaim to a claim by a sub-contractor for the plumbing work, 810.
- defence to claim by architect with counterclaim for negligence, 812.
- defence to claim for work against a part owner of a ship who denies liability, 813.
- claims for work done, &c., when applicable and how pleaded, 325.*
- claim for materials ; when recoverable as goods sold, 325.*
- ordinary contracts for work and materials not within s. 4 of the Sale of Goods Act, 1893...326.*
- work done under special contract, but not according to its terms ; right to reject ; what amounts to acceptance, 326.*
- where remuneration contingent on completion, no claim for part-performance, unless completion is prevented by the employer, 326.*
- effect of revocation of employment before completion, 326.*
- architect's certificate, when a condition precedent, 326.*
- action where certificate withheld by wrongful collusion of employer and architect, 326.*
- when architect acts as arbitrator he cannot be sued for negligence in giving his certificate, 327.*
- implied contract by trader or artificer to use reasonable skill, 330, 331.*
- no claim for work, where useless from want of proper skill or care, 331.*