RESCISSION OF SALE.

See Mechanics' Liens, 2.

RESTRAINT OF TRADE.

See Covenant.

RETAINER.

See Solicitor, 2.

REVOCATION.

See Will, 13.

RIGHT OF WAY.

See Easement-Way.

ROAD.

See Highway.

SALARY.

See Contract, 6.

## SALE OF GOODS.

- 1. Action for Price—Contract—Failure to Fill Requirements of Tests Evidence—Acceptance of Goods by Conduct—Refention—Failure to Notify Vendors Defects in Goods—Right to Deduction from Price—Counterclaim for Damages—Measure of Damages—Property not Passing—Construction of Contract—Special Terms Judgment Reference—Scope of—Interest: Royal Electric Co. v. Hamilton Electric Light and Cataract Power Co., 791.
- 2. Action for Price—Defence—Reliance on Statements and Warranties—Correspondence and Catalogue—Defects in Goods Supplied—Failure of Consideration: Pacific Coast Pipe Co. v. City of Fort William, Pacific Coast Pipe Co. v. Newman, 427.
- 3. Action for Price—Inspection—Place of Delivery—Acceptance of Part—Subsequent Return—Defects in Quality—Evidence—Breakages in Transit: Ramsay v. New York Central and Hudson River R. R. Co., 431.
- 4. Conditional Sale—Default in Payment of Price—Repossession by Vendor—Contract of Sale Construction—Judgment Recovered against Vendee —Merger—Election to Treat Contract as Absolute Sale Laches—Conditional Sales Act—Conversion: Utterson Lumber Co. v. H. W. Petrie Limited, 104; 17 O. L. R. 570.

- 5. Conditional Sale Property Remaining in Vendors Machinery with Manufacturers' Name Stamped thereon—Conditional Sales Act—Machinery Affixed to Freehold—Rights of Mortgagees of Freehold—Construction of Statute Registration of Mortgage before Machinery Affixed: Goldie & McCulloch Co. v. Town of Uxbridge, 696.
- 6. Conditional Sale—Right of Vendor to Resume Possession upon Default—Contract—Alteration Evidence—Company Powers of Provisional Directors—Conditional Sales Act—Goods Marked with Name of Vendor—Contract not Filed with Clerk of County Court: Re Kurtze and McLean Limited, Petrie v. London and Western Trusts Co., 308.
- 7. Contract—Breach of—Action by Purchasers for Damages Jurisdiction of Court—Arbitration Clause in Contract—Waiver by Parties—Making of Contract Correspondence Broker's Bought and Sold Notes—Terms of Contract Car-loads of Prime Apples—Custom of Trade at Place of Delivery—Meaning of "Carloads"—Meaning of "Prime"—Delivery of Part of Goods—Refusal to Accept—Inferiority of Quality—Evidence—Deficiency in Quantity—Vendors not Shipping Second Car-load—Damages—Purchase to Fill Contract—Difference between Contract and Market Prices: Aspegren & Co. v. Polly and White, 442.
- 8. Manufactured Article Action for Price Defence that Article not Suitable for Purpose for which Sold Evidence Tests Good Faith: Canadian Rubber Co. v. Connor, 1020.

See Damages, 3, 5.

## SALE OF LAND.

See Dower — Injunction — Mechanics' Liens, 2—Vendor and Purchaser.

SALE OF POISON.

See Pharmacist.

SATISFACTION OF JUDGMENT.

See Company, 4.

SCALE OF COSTS.

See Costs, 3-Trial, 3.

SCHOOLS.

See Public Schools.