INDEX, 1739

- 8. Sale by Sample—Refusal of Inspection—Contract—Breach
 —Evidence—Damages. Graham Co. Limited v. Canada
 Brokerage Co. Limited, 4 O.W.N. 957.—App. Div.
- Shipment F.O.B.—Bill of Lading—Property not Passing— Refusal to Accept—Justification—Part not Forthcoming— No Evidence of Damage—Statute of Frauds—Amendment at Trial. Vipond v. Sisco, 4 O.W.N. 1498, 29 O.L.R. 200.— App. Div.
- 10. Wheat in Elevator—Payment of Purchase-price—Wheat Sold not Separated—Damage by Fire in Elevator—Property Passing Intention—Contract—"Track Owen Sound"—Payment of Elevator Charges—Notice to Bailee—Course of Dealing—Wheat Held at Risk of Purchaser—Duty to Provide Cars—Unreasonable Delay Transactions after Rire—Negotiations with Insurance Companies—Vendors Treating Wheat as their own—Estoppel—Salvage Sale by Companies—Purchase by Vendors—Conversion—Damages. Inglis v. James Richardson & Sons Limited, 4 O.W. N. 655, 1519, 29 O.L.R. 229.—Sutherland, J.—App. Div.
- 11. Written Warranty—Oral Representations—Defect in Machinery Sold—Existence at Time of Sale—Onus—Evidence—Non-delivery of Part—Acceptance—Action upon Promissory Notes—Counterclaim—Lien—Agreement—Title Remaining in Vendor—Judgment—Set-off. Harrison v. Knowles, 4 O.W.N. 595.—Britton, J.
- See Carriers, 2—Contract, 19, 20—Criminal Law, 8 Motor Vehicles Act, 3—Principal and Agent, 15.

SALE OF INTOXICATING LIQUORS.

See Liquor License Act.

SALE OF LAND.

See Contract, 22, 23 — Executors and Administrators, 4-7—Fraud and Misrepresentation, 1, 3, 6—Husband and Wife, 6—Improvements—Infants, 7, 8, 10—Interpleader, 5—Judicial Sale—Mortgage—Partition—Principal and Agent, 3-12, 14, 16, 17—Trial, 13—Vendor and Purchaser—Will, 44.

SALE OF MINING PROPERTY.

See Principal and Agent, 17—Vendor and Purchaser, 32. 136—IV. O.W.N.