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VENDOR AND PURCHASER.

- 1. Agreement for Exchange of Lands—Refusal of Defendant to Carry out—Specific Performance—Defences—Fraud—Want of Finality-Damages-Commission-Costs. Moore v. Imeson, 17 O.W.N. 43.—APP. DIV.
- 2. Agreement for Sale of Gravel-pit—Default—Notice—Termination of Contract—Discretion—Specific Performance. Meharry v. Auburn Woollen Mills Co., 17 O.W.N. 296 .-S.C. CAN.
- 3. Agreement for Sale of Land—Action by Vendor for Balance of Purchase-money—Defences—Fraud and Misrepresentation— New Agreement—Counterclaim—Findings of Fact of Trial Judge-Judgment for Instalment of Purchase-money and Interest—No Acceleration Clause in Agreement—Costs. Rowell v. Isenberg, 17 O.W.N. 289.—Kelly, J.
- 4. Agreement for Sale of Land—Action for Purchase-money— Necessity for Tender of Deed—Statement of Inability to Pay -New Agreement Set up by Purchaser-Failure to Prove. Fife v. Keating, 17 O.W.N. 145.—FALCONBRIDGE, C.J.K.B.
- 5. Agreement for Sale of Land—Authority of Agent of Vendor— Revocation before Agreement Executed—Finding of Fact of Trial Judge. Lembke v. Umbach, 17 O.W.N. 97.—Masten, J.
- 6. Agreement for Sale of Land—Construction—Legal Title not in Vendor—Time for Making Conveyance—"All Reasonable Diligence to Obtain Title"—Action for Return of Purchasemoney-Provision as to Time-Waiver-Absence of Notice to Convey within Reasonable Time—Vendor not in Default— Finding of Trial Judge-Appeal. Jermy v. Hodson, 17 O.W.N. 268.—APP. DIV.
- 7. Agreement for Sale of Land—Default Made by Purchaser in Payment of Price—Action for Declaration of Instalments Paid and Property Transferred in Part Payment—Counterclaim—Misrepresentations Made by Vendor—Fraud—Relief from Forfeiture—Terms—Agreement as to Proceeds of Sale of Trees Cut by Purchaser on Land-Costs-Reference-Remedies—Damages—Set-off—Waiver. Paton v. Fillion, 17 O.W.N. 305.—Rose, J.
- 8. Agreement for Sale of Land—Default of Purchaser in Making Deferred Payments—Power of Resale—Liability of Vendor to