

RECOVERY OF MONEY PAID VOLUNTARILY.*See* DURESS.**REFERENCE TO THE MASTER.***See* COSTS, 1.**REGISTERED JUDGMENTS.***See* EXEMPTIONS, 2.**RE-INDORSEMENT OF NOTES BY PAYEE.***See* PROMISSORY NOTES 1, 2.**REPEALED STATUTE.***See* TAX SALES, 2.**REPLEVIN.***See* LICENSE TO TAKE POSSESSION.**RESCISSION OF CONTRACT.***See* CONTRACT, 1.*See* MISREPRESENTATION, 2.**RESIDENCE.***See* EXEMPTIONS, 1.*See* PRACTICE, 9.**RESOLUTION.***See* MUNICIPAL LAW, 1, 2.**RETROSPECTIVE LAWS.***See* STATUTE OF LIMITATIONS, 1.**RIGHT OF ACTION.***(When accrued.)**See* STATUTE OF LIMITATIONS, 2.**SALE OF GOODS.**

Principal and agent—Conditional sale—Judgment unsatisfied no bar to plaintiff's claim against third party.—In an action of replevin to recover from defendant a drill and a gang plough purchased by him from one Reid, it appeared that Reid had a place of business at Neepawa, and was acting as agent for plaintiff in the sale of the drill, but the plough had been bought by him from the plaintiff for the purpose of reselling.

The property in both articles was by agreement between the plaintiff and Reid to remain in the plaintiff until payment was made in full, and the names of the makers were painted or stamped on the articles so as to satisfy the provisions of the Lien Notes Act. Reid had accepted a horse valued at \$75 in part payment for the drill, and another horse valued at \$40 in part payment for the plough. No part of the consideration for the sale of either article ever reached the plaintiff, and the sales had not been ratified by him.

The defendant was aware that Reid was only a machine agent, and he knew when he bought the drill that the real owner of it