nervous system occurring for the most part in children, and characterized mainly by involuntary jerking movements of the muscles throughout almost the entire body. It is to be regarded as a functional nervous disorder of wide extent, the manifestations of which appear not merely in disturbance affecting the motor apparatus but in various associated morbid phenomena of cerebral origin. Among the predisposing causes age is important, chorea being essentially an ailment of childhood and more particularly of the period in which the second dentition is taking place. The greater number of the cases occur between the ages of nine and twelve. It is not often seen in very young children nor after puberty; but there are many exceptions to this rule. It is twice as frequent with girls as with boys. Hereditary predisposition to nervous troubles is apt to find expression in this malady in youth, more especially if the general health becomes lowered. Of exciting causes strong emotions, such as fright, ill-usage or hardship of any kind, insufficient feeding, overwork or anxiety, are among the most common; while, again, some distant source of irritation, such as teething or intestinal worms, appears capable of giving rise to an attack. It is an occasional but rare complication of pregnancy. The connexion of chorea with rheumatism is now universally recognized, and is shown not merely by its frequent occurrence before, after, or during the course of attacks of rheumatic fever in young persons, but even independently of this by the liability of the heart to suffer in a similar way in the two diseases.

The symptoms of St Vitus's dance are in some instances developed suddenly as the result of fright, but much more frequently they come on insidiously. They are usually preceded by changes in the temper and disposition, the child becoming sad, irritable, and emotional, while at the same time the general health is somewhat impaired. The first thing indicative of the disease is a certain awkwardness or fidgetiness of manner together with restlessness, the child being evidently unable to continue quiet, but frequently moving the limbs into different positions. In walking, too, slight dragging of one limb may be noticed. The convulsive muscular movements usually first show themselves in one part, such as an arm or a leg, and in some instances they may remain localized to that limited extent, while in all cases there is a tendency for the disorderly symptoms to be more marked on one side than on the other. When fully developed the phenomena of the disease are very characteristic. The child when standing or sitting is never still, but is constantly changing the position of the body or limbs in consequence of the sudden and incoordinate action of muscles or groups of them. The shoulder is jerked up, the head and trunk twisted about, the limbs crossed suddenly and changed again, the fingers keep moving restlessly, while the face is distorted with grimaces, frowning and smiling irregularly. These symptoms are aggravated when purposive movements are attempted or when the child is watched. Speech is affected both from the incoordinate movements of the tongue and from phonation sometimes taking place during an act of inspiration. The taking of food becomes a matter of difficulty, since much of it is lost in the attempts to convey it to the mouth, while swallowing is also interfered with owing to the irregular action of the pharyngeal muscles. When the tongue is protruded it comes out in a jerky manner and is immediately withdrawn, the jaws at the same time closing suddenly and sometimes with considerable force. In locomotion the muscles of the limbs act incoordinately and there is a marked alteration of the gait, which is now halting and now leaping, and the child may be tripped by one limb being suddenly jerked in front of the other. In short, whether at rest or in motion the whole muscular system is seen to be deranged in its operations, and the term "insanity of the muscles" not inaptly expresses the condition, for they no longer act in harmony or with purpose, but seem, as Trousseau expresses it, each to have a will of its own and to be exercising this for different objects at one time. The muscles of organic life (involuntary muscles) appear scarcely, if at all, affected in this disease, as, for example, the heart, the rhythmic movements of which are not as a rule impaired. But the heart may suffer in other ways, especially from inflammatory conditions similar to those which attend upon rheumatism and which frequently lay the foundation of permanent heart-disease. In severe cases of St Vitus's dance the child comes to present a distressing appearance from the constant restlessness and disorderly movement, and the physical health declines. Usually, however, there is a remission of the symptoms during sleep. The mental condition of the patient is more or less affected, as shown in emotional tendencies, irritability, and a somewhat fatuous expression and bearing, but this change is in general of transient character and ceases with convalescence.

This disease occasionally assumes a very acute and aggravated form, in which the disorderly movements are so violent as to render the patient liable to be injured and to necessitate forcible control of the limbs or the employment of anæsthetics to produce unconsciousness. Such cases are of very grave character, if, as is common, they are accompanied with sleeplessness, and they may prove rapidly fatal by exhaustion. In the great majority of cases of St Vitus's dance, however, complete recovery is to be anticipated sooner or later, the symptoms usually continuing for from one to two months, or even sometimes much longer.

The nature of this disease has given rise to much discussion and there still remains considerable difference of opinion as to its true pathology. The fact that the vast majority of cases recover would seem to show that there could have been no profound change in the structural integrity of the nerve-centres, while in those instances where a fatal result takes place *post-mortem* examination reveals no constant morbid condition. A theory supported by high authority has referred the cause of the malady to the plugging up of minute blood-vessels in the motor centres of the brain (a condition not unlikely to occur in rheumatic inflammation affecting the lining membrane of the heart), and such a change has been seen in a few instances. In a still larger number, however, no appearances of this kind have been observed, but simply vascular changes of a congestive character widely diffused throughout the central nervous system, accompanied with evidences of slight inflammatory action. Dr Dickinson, whose views, founded upon carefully conducted investigations, are those most widely accepted, concludes as follows: "We see in chorea a widely distributed hyperæmia [*i.e.*, congestion] of the nervous centres, not due to any mechanical mischance, but produced mainly by causes of two kinds,—one a morbid, probably a humoral influence, which may affect the nervous centres as it affects other organs and tissues; the other, irritation in some mode usually mental but sometimes what is called reflex, which especially belongs to and disturbs the nervous system, and affects persons differently, according to the inherent mobility of their nature."

For the treatment of St Vitus's dance the remedies proposed have been innumerable, but it is doubtful whether any of them have much control over the disease, which under suitable hygienic conditions tends to recover of itself. These conditions, however, are all-important, and embrace the proper feeding of the child with nutritious light diet, the absence of all sources of excitement and annoyance, such as being laughed at or mocked by other children, and the rectification of any causes of irritation and of irregularities in the general health. For a time, and especially if the symptoms are severe, confinement to the house or even to bed may be necessary, but as soon as possible the child should be taken out into the open air and gently exercised by walking. Of medicinal remedies the most serviceable appear to be zinc, arsenic, and iron, especially the last two, which act as tonics to the system and improve the condition of the blood. They should be continued during the whole course of the disease and convalescence, if they do not disagree. As sedatives in cases of sleeplessness, bromide of potassium and chloral are of use. Many other agents, such as conium, belladonna, strychnia, the salts of silver, &c., have been recommended, but they do not seem to possess any special advantages. In long-continued cases of the disease much benefit will be obtained by a change of air as well as by the employment of moderate gymnastic exercises. Bearing in mind the weakened condition of the muscles as the result of the choreic movements, the employment of friction and of electricity is also likely to be beneficial. After recovery the general health of the child should for a long time receive attention, and care should be taken to guard against excitement, excessive study, or any exhausting condition, physical or mental, from the fact that the disease is apt to recur and that other nervous disorders still more serious may be developed from it.

In the rare instances of the acute form of this malady, where the convulsive movements are unceasing and violent, the only measures available are the use of chloral or chloroform inhalation to produce insensibility and muscular relaxation, but the effect is only palliative and does not prevent the fatal result which in most such cases quickly supervenes. (J. O. A.)

this dancing mania were wont to resort to the chapels of St Vitus (more than one in Swabia), the saint being believed to possess the power of curing them. The transference of the name to the disease now under consideration was a manifest error, but so closely has the association now become that the original application of the term has been comparatively obscured.

ST UBES. See SETUBAL.

SAIS. See EGYPT, vol. vii. p. 768.

SALADIN. See EGYPT, vol. vii. pp. 753-754.

SALAMANCA, a province of Spain, which until 1833 formed part of that of Leon, is bounded on the N. by Zamora and Valladolid, on the E. by Avila, on the S. by Caceres, and on the W. by Portugal. It has an area of 4940 square miles. The population in 1877 was 285,500; but by the year 1886 it was estimated that it had decreased to about 270,000. Salamanca belongs almost entirely to the basin of the Douro, its principal rivers being the Tormes, which follows the general slope of the province towards the north-west, and after a course of 135 miles flows into the Douro, which forms part of the north-west boundary; the Yeltes and the Agueda, also tributaries of the Douro; and the Alagon, an affluent of the Tagus. The northern part of the province is flat, and at its lowest point (on the Douro) is 488 feet above sea-level. The highest point (in the Sierra de Peña de Francia) is 5692 feet above the sea. The rainfall is irregular; but where it is plentiful the soil is productive and there are good harvests of wine, oil, hemp, and cereals of all kinds. The corn harvest is always good, rain or no rain. The principal wealth of the province consists in the forests of oak and chestnut, which cover the hills in its southern part. Sheep and cattle also find good pasturage there; and wool and merino of medium quality are grown. Gold is found in the streams, and iron, lead, copper, zinc, coal, and rock crystal in the hills, but owing to the difficulties of transport and other causes the mines are only partially developed. The manufactures of the province are few and mostly of a low class, intended for home consumption, such as frieze, coarse cloth, hats, and pottery. The cloth manufactories of Bejar turn out a material of superior quality. The tanning of hides is carried on pretty extensively, and cork and flour are exported *via* Santander and Barcelona. The province is traversed by a railway line to Portugal, passing Medina del Campo and Ciudad Rodrigo to Figueira da Foz. Administratively the province is divided into eight partidos judiciales, and it has 388 ayuntamientos; of these last only two besides Salamanca, the capital, have a population exceeding 5000,—Bejar (11,099) and Ciudad Rodrigo (6856). It is represented in the cortes by three senators and seven deputies. Apart from that of Leon the province has little history till the Peninsular War, when the battles of Ciudad Rodrigo, Fuentes de Oñoro, and Salamanca were fought on its soil.

SALAMANCA (*Salmantica*, *Elmantica*), the capital of the above province, lies on the banks of the Tormes, 172 miles north-west of Madrid by rail. The river is here crossed by a bridge 500 feet in length built on twenty-six arches, fifteen of which are of Roman origin, while the remainder date from the 16th century. The town was of importance in times as remote as 222 B.C., when it was captured by Hannibal from the Vettones; and it afterwards became under the Romans the ninth station on the Via Lata from Merida to Zaragoza. It passed successively under the rule of the Goths and the Moors, till the latter were finally driven out about 1055. The city is still much the same in outward appearance as when its tortuous streets were thronged with students. The university was naturally the chief source of wealth to the town, the population of which in the 16th century numbered 50,000. Its decay of course reacted on the townsfolk, but it fortunately also arrested the process of modernization, so that the city retains most of its old features and is now one of the most picturesque in Spain. The ravages of war alone have wrought serious damage, for the French in their defensive operations at the siege almost destroyed the western quarter. The ruins still remain, and give an air of desolation which is not borne out by the real condition of the inhabitants, however poverty-stricken they may appear. The magnificent Plaza Mayor, built by Andres Garcia de Quiñones at the beginning of the 18th century, and capable of holding 20,000 people to witness a bull-fight, is one of the finest squares in Europe. It is surrounded by an arcade of ninety arches on Corinthian columns, one side of the square being occupied by the municipal buildings. The decorations of the façades are in the Renaissance style, and the plaza as a whole is a fine sample of plateresque architecture. But the old and new cathedrals (see below) are the chief objects of interest in the city.

In the Middle Ages the trade of Salamanca was not insignificant, and the stamped leather-work produced there is still sought after. Its manufactures are now of little consequence, and consist of china, cloth, and leather. The transport trade of the town is, however, of more importance, and shows signs of increasing. But any great revival can only take place when communication with the coast is considerably improved, a result which will no doubt be promoted by the recent opening of the line to the coast of Portugal. The population within the municipal boundaries in 1877 was 18,007, and in 1886 was estimated at about 20,000.

The old cathedral is a cruciform building of the 12th century, begun by Bishop Gerónimo, the confessor of the Cid. Its style of architecture is that Late Romanesque which prevailed in the south of France, but the builder showed much originality in the construction of the dome, which covers the crossing of the nave and transepts. The inner dome is made to spring, not from immediately above the arches, but from a higher stage of a double arcade pierced

with windows. The thrust of the vaulting is borne by four massive pinnacles, and over the inner dome is an outer pointed one covered with tiles. The whole forms a most effective and graceful group. On the vault of the apse is a fresco of Our Lord in Judgment by Nicolas Florentino. The reredos, which has the peculiarity of fitting the curve of the apse, contains fifty-five panels with paintings mostly by the same artist. There are many fine monuments in the south transept and cloister chapels. An adjoining building, the Capilla de Talavera, is used as a chapel for service according to the Mozarabic rite, which is celebrated there six times a year. On the north of and adjoining the old church stands the new cathedral, built from designs by Juan Gil de Ontañon. Begun in 1513 under Bishop Francisco de Bobadilla, but not finished until 1734, it is a notable example of the late Gothic and Plateresque styles. Its length is 340 feet and its breadth 160 feet. The interior is fairly Gothic in character, but on the outside the Renaissance spirit shows itself more clearly, and is fully developed in the dome. Everywhere the attempt at mere novelty or richness results in feebleness. The main arch of the great portal consists of a simple trefoil, but the label above takes an ogee line, and the inner arches are elliptical. Above the doors are bas-reliefs, foliage, &c., which in exuberance of design and quality of workmanship are good examples of the latest efforts of Spanish Gothic. The church contains paintings by Navarrete, Becerra, and Morales, and some overrated statues by Juan de Juni. The treasury is very rich, and amongst other articles possesses a custodia which is a masterpiece of goldsmith's work, and a bronze crucifix, of undoubted authenticity, which was borne before the Cid in battle. The tower is too unsafe to allow of the ringing of its great bell, which weighs over 23 tons. The interest of Salamanca centred in its university, founded by Alfonso IX. about 1200 and for four centuries one of the chief seats of European learning. Of the university buildings the façade of the library (80,000 volumes, exclusive of MSS.) is a peculiarly rich example of late 15th-century Gothic. The cloisters are light and elegant; the grand staircase ascending from them has a fine balustrade of foliage and figures. The Colegio de Nobles Irlandeses, formerly Colegio de Santiago Apostol, was built in 1521 from designs by Ibarra. The double arcaded cloister is a fine piece of work of the best period of the Renaissance. The Jesuit College is an immense and ugly Renaissance building begun in 1614 by Juan Gomez de Mora. The Colegio Viejo, also called San Bartolomé, was rebuilt in the 18th century, and now serves as the governor's palace. The convent of Santo Domingo, sometimes called San Esteban, shows a mixture of styles from the 13th century onwards. The church is Gothic with a plateresque façade of great lightness and delicacy. It is of purer design than that of the cathedral; nevertheless it shows the tendency of the period. The reredos, one of the finest Renaissance works in Spain, contains statues by Salvador Carmona, and a curious bronze statuette of the Virgin and Child on a throne of champlevé enamel of the 12th century. The chapter-house, built by Juan Moreno in 1637, and the staircase and sacristy are good examples of later work. The convent of the Augustinas Recoletas, begun by Fontana in 1616, is in better taste than any other Renaissance building in the city. The church is rich in marble fittings and contains several fine pictures of the Neapolitan school, especially the Conception by Ribera over the altar. The convent of the Sancti Spiritu has a good door by Berruguete. There is also a rather effective portal to the convent of Las Dueñas. The church of S. Marcos is a curious circular building with three eastern apses; and the churches of S. Martin and S. Matteo have good early doorways. Many of the private houses are untouched examples of the domestic architecture of the prosperous times in which they were built. Such are the Casa de las Conchas, the finest example of its period in Spain; the Casa de la Sal, with a magnificent courtyard and sculptured gallery; and the palaces of Maldonado, Monterey, and Espinosa. (H. B. B.)

SALAMANDRA. In the nomenclature of zoology this name designates a genus of animals belonging to the vertebrate class *Amphibia*. The genus was first defined under this name by Laurenti.[1] It will be seen on referring to the taxonomic synopsis of the class given at the end of the article Amphibia that the genus *Salamandra* belongs to the first tribe *Mecodonta* of the fifth division *Salamandrida*. The diagnosis of the genus is as follows:—no fronto-squamosal arch in the skull; tongue large, adherent below, free at the sides and slightly so behind; toes five; tail cylindrical. There are three species, distinguished as follows:—(1) *S. maculosa*, Laurenti, tail not so long as rest of body, colour black with yellow spots; (2) *S. atra*, Laurenti, tail not so long as rest of body, colour uniform black; (3) *S. caucasica*, Waga, tail longer than rest of body. In all the species the body is plump and rounded, and there is no dorsal crest or fin; the head is depressed, its greatest width being at the angle of the jaws; the snout is rounded. The vent is a longitudinal slit, the borders of which in the male are slightly swollen. The skin is smooth and shining; at the junction of the head and neck is a pronounced fold of skin called the gular fold. The swollen patches of skin behind the tympana, caused by the presence of large cutaneous glands, and known as parotids, are well developed and exhibit the openings of the glands as distinct pores. Similar gland-openings form a series along either side of the body. In the first two species there is also a longitudinal series of warts on each side; these are wanting in *S. caucasica*. Depressions of the skin between the vertebræ are present, and are known as costal grooves. The palatine teeth-series are S-shaped, and the anterior ends of the two series do not meet.[2] *S. maculosa* is the largest of the three species, attaining a length of 7 to 8½ inches. *S. atra* is about 4½ and *S. caucasica* about 6 inches in length.

The genus is confined to the western sub-region of the palæarctic region, extending over almost the whole of Europe, especially the central and southern parts, and occurring also in Algiers and Syria. The spotted species is the commonest and most widely distributed, being found in nearly all parts of Germany, France, Italy, and Spain. The genus is entirely absent from the British Islands. The black salamander, *S. atra*, is confined to the Alps of Central Europe, and there only occurs between the limits of 2500 to 10,000 feet of altitude; it is found in the mountains of South Germany, France, Switzerland, and Austria. *S. caucasica* is only known from one specimen, which was obtained from the Caucasus and was sent to the Paris Museum by Dr Waga.[3]

The food of *Salamandra* consists of worms and insects, and, like British frogs and toads, the animals can only exist in damp shady localities. As in all *Salamandrida*, the process of reproduction is commenced by a true copulation, which takes place in spring and summer. The seminal fluid is passed into the female cloaca, where it is received into a tube-shaped receptaculum seminis. The eggs are thus fertilized in the oviduct, but the development takes place under somewhat different conditions in the two species *S. maculosa* and *S. atra*. Both species are viviparous; in the former thirty to forty eggs undergo development in the oviducts at one time, and they are brought forth and deposited in stagnant or sluggishly-flowing water when they have reached a stage similar to that of adult *Perennibranchiata*, the newly-born larvæ having long feather-like external gills and a length of 12 to 15 mm. (one-third to one-half an inch). After a period of aquatic life, the larvæ pass through a metamorphosis: the limbs appear; the gill slits close up; and the young animals, having reached the adult condition, leave the water for a terrestrial life. In *S. atra* only the two lowest eggs which pass into the oviducts, one in the duct of each side, undergo development. The rest of the eggs fuse into a mass of yolk material and are devoured by the two developing larvæ. In this way the larvæ are provided with nutriment during the later stages of development, for in this species they are retained within the body of the mother until they have reached the air-breathing condition and are in all respects similar to the parents. This peculiarity in the process of reproduction bears an obvious relation to the physical conditions of the habitat of *S. atra*. In the elevated regions that the species inhabits stagnant and sluggish waters are wanting, and therefore the process of reproduction that occurs in *S. maculosa* is rendered impossible. The black *Salamandra* has become adapted to its environment (1) by the slight changes in colour and structure which distinguish it from the spotted, and (2) by a modification in its reproductive processes, which eliminates the aquatic stage of existence from the life-history of the individual. It is to be noted that the stage characterized by the presence of pinnate external gills is exhibited by the larva during its development in the oviduct, and the gills doubtless there perform their function. Fräulein von Chauvin[1] made the experiment of taking the larvæ of *S. atra* from the pregnant female when they were in the branchiate condition, and placing them in water to see if they would survive and pass through their metamorphosis under these circumstances. On one occasion the experiment was perfectly successful in the case of one specimen; the rest of the larvæ died.

The tailed *Amphibia* of Europe have from the very earliest times down to the present day been almost universally known in popular language as salamanders, and identified in the popular mind with the salamander of myth and fable.[2] Besides the species of *Salamandra* there are, according to Boulanger (*Brit. Mus. Cat.*, 1881), eighteen other species of *Urodela* in Europe, of which fourteen belong to the genus Triton (*q.v.*). *Chioglossa lusitanica*, Bocage, is distinguished by having a tongue supported anteriorly by a protractile median pedicle and free everywhere else, and by having its tail cylindrical at the base but compressed at the end. It occurs in Spain and Portugal. *Salamandrina perspicillata*, Tschudi, occurs in Italy; like *Chioglossa*, it belongs to the *Mecodonta* and is distinguished by the following characters:—tongue large, subtriangular, free everywhere except on anterior median line; toes four; tail slightly compressed; a strong bony fronto-squamosal arch. *Spelerpes fuscus*, Strauch, occurs in Italy and in France in the Alpes Maritimes.

SALAMIS, in modern times called by the people Κολοῦρι (a ring-shaped cake), and by purists Σαλαμίς, is an island in the Saronic Gulf, off the coast of Attica, Greece. It is said to have been called in ancient times by other names,—Sciras, which associates it with the worship of Athena Sciras; Cychreia, which connects it with the Eleusinian cultus and the sacred serpent (Κυχρείδης ὄφις) of Demeter; and Pityussa. There was a small stream, Bocarus or Bocalia, in the island. The city, which bore the same name as the island, was originally situated on the south coast opposite Ægina, but was afterwards transferred to a promontory on the east side nearer Athens. The transference corresponds to a total change in the political relations of Salamis. It was originally connected, not with Attica, but with Ægina and with Megara, the competitors of Athens in the struggle for supremacy in the Saronic Gulf. The most prominent heroes of the island, Telamon, Ajax, and Teucer, were Æacidæ from Ægina. But about the end of the 7th century B.C. the war between Athens and Megara for the possession of Salamis was, under the guidance of Solon, determined in favour of Athens. A line of the *Iliad* (ii. 558) is said to have been interpolated by the Athenians in support of their claim to the island, while the Megarian version of the passage was quite different. The priestess of Athena Polias might not eat Attic cheese, but it was lawful for her to eat foreign or Salaminian cheese. Salamis, having come so late into the hands of the Athenians, retained, like Eleusis, more local independence than the other demes. The island remained subject to Athens in later history, except during the period 318 to 232 B.C., when it was abandoned to the Macedonian rule. The name of Salamis is famous chiefly on account of the great sea-fight, 480 B.C., in which the allied Greeks defeated the Persians under Xerxes. The battle took place beside the town of Salamis and the island of Psyttaleia, at the south-eastern end of the straits.

A city on the east coast of Cyprus, near the river Pediæus, said to have been founded by the Salaminian Teucer, son of Telamon, was also called Salamis.

SAL AMMONIAC. See Ammoniac, vol. i. p. 741.

SALDANHA, João Carlos Saldanha de Oliveira e Daun (1791-1876). See Portugal, vol. xix. pp. 553-554.

SALE, an urban sanitary district of Cheshire, England, on the Bridgewater Canal and the Mersey, about 5 miles south of Manchester. At the beginning of the 19th century the greater part of the township was still waste and unenclosed. It owes its increase in population to the neighbourhood of Manchester and contains a number of handsome villas belonging to the wealthier classes. The Moorsland pleasure-grounds in the neighbourhood cover 10½ acres. There are national and British schools and a literary institute. Market gardening is extensively carried on. The population of the urban sanitary district (area, 2006 acres) in 1871 was 5573, and in 1881 it was 7915.

SALE is one of the forms of Contract (*q.v.*). The law of contract is accordingly applicable as a whole to the law of sale. But the importance of the contract of sale demands a fuller treatment. The law of the United Kingdom and of the United States is based upon the Roman law in its later stage, as modified by the prætors and by legislation. But there are some considerable differences. In Roman law sale originally meant nothing more than barter; but the introduction of coined money converted the contribution of one of the contracting parties into price (*pretium*), as distinguished from article of sale (*merx*) contributed by the other (see Roman Law, vol. xx. pp. 700-701). Sale fell under the head of consensual contracts, *i.e.*, those in which the *causa* or that which made the contract enforcible was consent. In all contracts of this class (except *mandatum*) consent really denoted valuable consideration. The law in the case of movables and immovables was as far as might be the same. The price must be definite. Reduction of the terms to writing was optional; if a writing was used, either party was at liberty to withdraw before the completion of the writing. If earnest or deposit (*arrha*)—often a ring, sometimes a part of the price—was given, it was by the legislation of Justinian made the measure of forfeit on rescission, the buyer losing what he had given as *arrha*, the seller restoring double its value. The seller did not warrant title; his contract was not *rem dare*, to give the thing, but *præstare emptori rem habere licere*, to

[1] *Synopsis reptilium emendata*, &c., Vienna, 1768.

[2] For a figure of *S. maculosa*, see Latreille, *Hist. Nat. des Sal. de France*, Paris, 1800, pl. i.; Daudin, *Hist. Nat. d. Reptiles*, pl. xcvii. f. 1. For *S. atra*, see Laur., *op. cit.*, pl. i. f. 2.

[3] See Waga, *Rev. Mag. Zool.*, 1876, p. 326.

[1] See *Zeitschr. f. wiss. Zoologie*, vol. xxvii. p. 534, and C. von Siebold, *ibid.*, p. 536; M. v. Chauvin, *ibid.*, vol. xxiv.

[2] Aristotle (*H. A.*, v. 19) cites the salamander, which "when it walks through fire extinguishes it," as a proof that some animal frames are incombustible, and Ælian (*Nat. An.*, ii. 31) will have it that those who work with forges are familiar with this fact and when their bellows fail to quicken the flame know to look for a salamander and put things right by killing it. According to this form of the fable the salamander, as Ælian expressly says, is not born of fire, nor does it live therein. On the contrary, according to Pliny (*H. N.*, x. 67 *sq.*, xxix. 4) it is of a cold complexion and emits a cold venom like aconite, but so virulent that even bread baked with wood of a tree on which a salamander has crept is poisonous. The touch of its saliva even on the foot, says Pliny, causes the hair to fall out. So Dioscorides speaks of salamander prepared in oil as a depilatory; comp. Petronius, c. 107, and Burman's notes, and for late survivals in Europe of the belief in a deadly lizard, identified with the salamander, Bochart, *Hierozoicon*, bk. iv. c. 1. That the salamander extinguishes fire appears also in the Physiologus (*q.v.*), and so became a common part of mediæval animal lore; but the Arabic *Physiologus* (Land, *Anec. Syr.*, iv. 166) speaks instead of a stone that quells fire. This stone is asbestos, the salamander of Marco Polo (i. 215, Yule), of whose fibres a sort of incombustible cloth was made, which was represented in the East as made of the hair of the salamander or of its plumage; for the Arabs mixed up the salamander fable with that of the Phœnix (*q.v.*) and were not sure whether it was beast or bird. In later story the salamander is represented as born and living in fire and so the name is used by cabbalistic moderns for the spirits of that element. Salamander's wool or hair as a name for asbestos occurs in Bacon and other English writers. Francis I. chose as his emblem a salamander with the motto, "J'y vis et je l'éteins."

guarantee the buyer possession; the transfer was of *vacua possessio*, not of property. The buyer was secured by a covenant *duplæ stipulatio* against eviction by a superior title, limited to double the price where there was no fraud by the seller. There was a warranty of quality by the seller. He was bound to suffer rescission or to give compensation at the option of the buyer if the thing sold had undisclosed faults which hindered the free possession of it. The damages to which he was liable differed according as he was guilty of bad faith (*dolus*) or not. If guilty he was liable for all consequential damage, if innocent only for the diminution in the value of the thing sold by reason of its unsoundness. Thus, if a seller knowingly sold an infected sheep and the whole flock caught the disease and died, he would be liable for the value of the flock; if he was ignorant of the defect, he would be liable only for the difference in value between a sound and an unsound sheep. Mere overpraise did not amount to *dolus*; nor was inadequacy of price in itself a ground of rescission. When the agreement was complete it was the duty of the seller to deliver the thing sold (*rem tradere*). In case of a sale on credit, the delivery must be made at the time appointed. Prior to delivery the seller must take due care of the thing sold, the care which a reasonably prudent householder (*bonus paterfamilias*) was expected to exercise. Delivery did not pass property in the full sense of the word, but rather *vacua possessio* secured by *duplæ stipulatio*. Risk of loss (*periculum rei venditæ*) after agreement but before delivery fell upon the btyer. On the other hand, he was entitled to any advantage accruing to the thing sold between those dates. It was the duty of some one to pay the price; the obligation was discharged if payment were made by the debtor or by any other person, whether authorized or not by the debtor, and even against his will. The duties of buyer and seller might be varied by agreement, the only restriction being that the seller could not by any agreement be relieved from liability for *dolus*.

Sale in English law may be defined to be "a transfer of the absolute or general property in a thing for a price in money" (Benjamin, *On Sales*, p. 1). The words "absolute or general" are inserted because there may be both a general and a special property in certain cases, and a transfer of the special property would not be a sale. The above definition, though applied in the work cited only to sales of personalty, seems to be fully applicable to sales of any kind of property. The rules as to legality, capacity of parties, assent, and fraud depend upon the law of CONTRACT (*q.v.*), of which sale is a particular instance. Incapacity is either absolute or relative, the latter being a bar only in the individual case, *e.g.*, the incapacity of a person in a fiduciary position (see TRUST). The capacity of parties tends to become more extended as law advances; thus in England the Roman Catholic, the alien, and the married woman have all been relieved within a comparatively recent period from certain disabilities in sale and purchase which formerly attached to them.

In England, for historical reasons (see REAL ESTATE), there is a considerable difference in the law as it affects real and personal estate. The main principles of law are perhaps the same, but the sale of real estate is a matter of greater expense and intricacy than the sale of personal estate, and depends to a large extent upon legislation inapplicable to the latter. It appears, therefore, better to treat the two kinds of sale separately.

Real Estate.—At common law it was not necessary that there should be written evidence of a contract of sale. The publicity of the feoffment obviated the necessity of writing, which was not essential to the validity of a feoffment until the Statute of Frauds (see FEOFFMENT). The earliest statute making a written instrument essential to a sale appears to be the Statute of Enrolments (27 Hen. VIII. c. 16). The bargain and sale operating under the Statute of Uses, and enrolled under the Statute of Enrolments in the High Court of Justice or with the custos rotulorum of the county, is no longer in use; a bargain and sale at common law is a mode of conveyance sometimes used by executors exercising a power of sale. Such a bargain and sale must be by deed since 8 and 9 Vict. c. 106, but need not be enrolled. There was no comprehensive legislative enactment dealing with all cases of sale of real estate until section 4 of the Statute of Frauds. Since that date a contract for the sale of real estate must be in writing (see FRAUD, where the provisions of the Act are set out). Sales by auction are within the statute, the auctioneer being the agent of both parties (see AUCTION). In an ordinary case of the sale of real estate the contract is formally drawn up on the basis of particulars and conditions of sale, which ought fairly to represent the actual state of the property. The statute, however, is satisfied by informal agreements, such as letters, if they contain the means of determining the property, the parties, and the price. The price must be a sum of money. If it is another estate, the contract is one of exchange; if no consideration passes, it is a gift. The price may be left to be determined by a third person, as by arbitration. For the way in which payment of the price may be made, see PAYMENT. The formation of a binding contract of sale is the most important stage in the transfer of real estate. From the moment at which the parties are bound by the contract the sale is made; the purchaser has the equitable estate in the subject-matter of the contract (see EQUITY), the vendor holding in trust for him, subject to the payment of the purchase money, for which the vendor[1] has a lien. The price becomes personal estate of the vendor and the land real estate of the purchaser. The latter has the right to accidental benefits and the burden of accidental losses accruing before completion of the purchase. The rights defined by the contract descend to the representatives of a deceased vendor or purchaser. In most cases the personal representative of a deceased vendor may convey the property under 44 and 45 Vict. c. 41, s. 4. After the contract it becomes the duty of the vendor to deliver an abstract of title, to satisfy the purchaser's reasonable requisitions as to any question arising on the title of the purchaser, and to pay a deposit, usually ten per cent. of the price fixed, within a certain time, the remainder being paid on completion,—that is, the execution of the conveyance and payment of the balance of the price. He also prepares the conveyance, which since 8 and 9 Vict. c. 106 must be by deed. The costs of execution of the conveyance are paid by the vendor. Any of these duties may be varied by special agreement. The sale is not in ordinary cases avoided because the purchaser is in default in payment of the purchase money on the day appointed. The purchaser does not forfeit his rights if he be ready to complete within a reasonable time after the day fixed for completion and to pay interest on the sum overdue. This rule is an old doctrine of equity, and is generally expressed by saying that time is not of the essence of the contract. As a general rule, any real estate is capable of sale, unless it is altogether *extra commercium*, as a church or public building. There are, however, a few exceptions introduced by the legislature, such as estates tail not barred, estates which by Act of Parliament are inalienable (see REAL ESTATE), and crown lands, of which all grants for more than thirty-one years are in general void by 1 Anne st. 1, c. 7. Sales of pretended titles to land are void by 32

[1] "Vendor" and "purchaser" are the words always used to denote the parties to a contract of sale of real estate. Where the sale is of personal estate, "buyer" and "seller" may be used as well.

Hen. VIII. c. 9. The sale of land to be held in mortmain would be void as contrary to the policy of the Mortmain Acts (see CHARITIES, CORPORATION). The rights and liabilities of vendors and purchasers have been considerably affected by recent legislation, the principal Acts dealing with the subject being the Vendor and Purchaser Act, 1874, and the Conveyancing Act, 1881. A period of forty years has been substituted for the period of sixty years previously necessary as the root of title,—that is to say, in most cases an abstract showing title for forty years is sufficient. In an abstract of title to leaseholds, the title is to commence with the lease or underlease, in an abstract of title to enfranchised lands, under a contract to sell the freehold, with the deed of enfranchisement. Recitals twenty years old are evidence, except so far as they can be proved to be inaccurate, and recitals of documents dated prior to the commencement of the abstract are to be taken as correct, and their production is not to be required. The expenses of evidence required in support of the abstract and not in the vendor's possession are thrown upon the purchaser. The Conveyancing Act, 1881, further protects the purchaser by implying in a conveyance by a beneficial owner on sale for valuable consideration covenants for right to convey, quiet enjoyment, freedom from encumbrances, and further assurance. In a conveyance of leaseholds a covenant for the validity of the lease is implied. These covenants protect the purchaser much in the same way as the implied warranty in the sale of personalty. The Act also gives the mortgagee, where the mortgage is by deed, the power of sale generally inserted in mortgage deeds (see MORTGAGE).

The remedies of the vendor are an action for the price or for specific performance according to circumstances. There is also a remedy by mandamus against public companies refusing to complete. Specific performance is a remedy introduced by the Court of Chancery to enforce contracts for the sale or purchase of real estate, it being considered that in such cases the common law action for damages was an insufficient remedy. Strictly, it is only an exercise by the court of its jurisdiction over trustees, the vendor being after the contract, as has been said, a trustee for the purchaser. By the Judicature Act, 1873, actions of specific performance are specially assigned to the Chancery Division. A county court has jurisdiction where the purchase money does not exceed £500. In spite of the Statute of Frauds, specific performance may in some cases be decreed where a parol contract has been followed by part performance and where the position of the parties has been materially altered on the faith of the contract. Actions for the price or for specific performance are subject to the purchaser's right to compensation for deficiency of quality or quantity or of the vendor's interest in the property. The question whether in a particular case the purchaser is entitled to rescind the contract or only to compensation is often a very difficult one. The remedies of the purchaser are an action for specific performance, for rescission of the contract or for damages (in case of fraud), for a return of the deposit, or for expenses. On the principle of *caveat emptor*, the sale is not avoided by mere commendatory statements, statements of opinion, or non-disclosure of patent defects. Non-disclosure of latent defects or material misrepresentation of facts, on the faith of which the purchaser entered into the contract, will as a rule be a ground for rescission or for damages, and this irrespective of fraud, as a contract for the sale of land is a contract *uberrimæ fidei*. Where the sale goes off or the vendor without fraud fails to make a good title, the purchaser can only recover the deposit, if any, and any expenses to which he may have been put; he cannot recover damages for the loss of his bargain. Certain frauds by a vendor or his solicitor or agent in order to induce the purchaser to accept a title render the offender guilty of a misdemeanour, as well as liable to an action for damages (22 and 23 Vict. c. 35, s. 24). By the Vendor and Purchaser Act, 1874, either a vendor or a purchaser of real or leasehold estate in England may obtain on a summary application the decision of a judge of the Chancery Division on any question connected with the contract, not being a question affecting its existence or validity. (See Sugden, *Vendors and Purchasers*; Dart, *Vendors and Purchasers*; Fry, *Specific Performance*.)

Personal Estate.—At common law, as in the case of real estate, writing was not essential to the validity of a contract of sale. The common law is thus stated by Blackstone: "A contract of sale implies a bargain, or mutual understanding and agreement between the parties as to terms; and the law as to the transmutation of property under such contracts may be stated generally as follows. If the vendor says the price of the goods is £4 and the vendee says he will give £4, the bargain is struck; and, if the goods be thereon delivered or tendered, or any part of the price be paid down and accepted (if it be but a penny), the property in the goods is thereupon transmuted and vests immediately in the bargainee; so that in the event of their being subsequently damaged or destroyed he and not the vendor must stand to the loss. This supposes (it will be observed) the case of a sale for ready money; but, if it be a sale of goods to be delivered forthwith, but to be paid for afterwards, the property passes to the vendee immediately upon the striking of the bargain without either delivery on the one hand or payment on the other" (Stephen, *Commentaries*, vol. ii. bk. ii. pt. ii. ch. v.). Earnest may have been originally the same as the Roman *arrha*; it was never, however, part payment, as *arrha* might have been,—in fact, the Statute of Frauds specially distinguishes it from part payment. The giving of earnest has now fallen into disuse. The price need not be fixed; if not fixed, a reasonable price will be presumed. Though writing was in no case necessary at common law, it has become so under the provisions of various Acts of Parliament, prominent among which is the Statute of Frauds, ss. 4 and 17 (see CONTRACT, FRAUD). Section 17 of the Statute of Frauds was extended to executory contracts of sale by Lord Tenterden's Act, 9 Geo. IV. c. 14. The sale of horses in market overt must be entered in a book kept by the toll-keeper (2 and 3 Ph. and M. c. 7, 31 Eliz. c. 12). The sale of ships must by the Merchant Shipping Act, 1854, be made by bill of sale in a certain form. Contracts for the sale of shares in a joint-stock banking company are void unless the contract sets forth in writing the numbers of the shares on the register of the company or (where the shares are not distinguished by numbers) the names of the registered proprietors (29 and 30 Vict. c. 29). Bills of sale of goods must be in writing in a certain form and registered under the Bills of Sale Acts, 1878 and 1882.[1] As a general rule the property in goods passes by the contract of sale. This general rule is subject to the following important exceptions: (1) where the vendor is to do anything to the goods for the purpose of putting them into that state in which the purchaser is bound to accept them, the property does not pass until performance of the necessary acts; (2) the same is the case where the goods are to be weighed, tested, or measured; (3) where the purchaser is bound to do anything as a condition on which the passing of the property depends, the property does not pass until the condition is fulfilled, even though the goods may be actually in the possession of the buyer; (4) where an executory contract for the

[1] Bills of sale have been included here solely on account of their name; they are in reality mortgages.

sale of goods is made, the property does not pass until appropriation of specific goods by the vendor in completion of the contract; (5) where the vendor reserves to himself the *jus disponendi* or future power of dealing with the goods, as by making a bill of lading deliverable to his order, the property does not pass until the *jus disponendi* is exercised in favour of the purchaser; (6) where there is fraud on the part of the vendor or purchaser, the sale is voidable, not void; it may be affirmed and enforced or rescinded. In sales of personalty, unlike sales of real estate, time is usually of the essence of the contract. A sale of goods may be accompanied by an express warranty or collateral contract as to the title to or quality of the goods. No special form of words is necessary to create a warranty, nor need it be in writing. An implied warranty of title—that is, an affirmation that the vendor has a right to sell—exists certainly in executory contracts of sale. It most probably exists in executed contracts,[1] the exceptions to the rule having in recent times become by judicial decision more numerous than the cases falling under the old rule, that there was no such warranty. Warranty of quality exists either by statute or at common law. The Merchandise Marks Act, 1862, implies a warranty from the existence of trade-marks on chattels that the trade-mark is genuine, and from the existence of any statement respecting number, quantity, weight, place, or country that such statement is not in any material respect false. The rules as to warranty of quality at common law cannot be better stated than in the language of the clear and full judgment of the Court of Queen's Bench in Jones *v.* Just (*Law Reports*, 3 Queen's Bench, 197).

"First, where goods are *in esse* and may be inspected by the buyer, and there is no fraud on the part of the seller, the maxim *caveat emptor* applies, even though the defect which exists in them is latent and not discoverable on examination, at least where the seller is neither the grower nor the manufacturer. The buyer in such case has the opportunity of exercising his judgment upon the matter, and if the result of the inspection be unsatisfactory, or if he distrusts his own judgment, he may if he chooses require a warranty. In such a case it is not an implied term of the contract of sale that the goods are of any particular quality or are merchantable. So in the case of the sale in a market of meat which the buyer had inspected, but which was in fact diseased and unfit for food, although that fact was not apparent on examination and the seller was not aware of it, it was held that there was no implied warranty that it was fit for food, and that the maxim *caveat emptor* applied. Secondly, where there is a sale of a definite existing chattel specifically described, the actual condition of which is capable of being ascertained by either party, there is no implied warranty. Thirdly, where a known described and defined article is ordered of a manufacturer, although it is stated to be required by the purchaser for a particular purpose, still if the known described and defined thing he actually supplied there is no warranty that it shall answer for the particular purpose intended by the buyer. Fourthly, where a manufacturer or dealer contracts to supply an article which he manufactures or produces, or in which he deals, to be applied to a particular purpose, so that the buyer necessarily trusts to the judgment or skill of the manufacturer or dealer, there is in that case an implied warranty that it shall be reasonably fit for the purpose to which it is to be applied. In such a case the buyer trusts to the manufacturer or dealer, and relies upon his judgment and not upon his own. Fifthly, where a manufacturer undertakes to supply goods manufactured by himself or in which he deals, but which the vendee has not had the opportunity of inspecting, it is an implied term in the contract that he shall supply a merchantable article. And this doctrine has been held to apply to the sale of an existing barge by the dealer which was afloat but not completely rigged and furnished; there, inasmuch as the buyer had only seen it when built and not during the course of the building, he was considered as having relied on the judgment and skill of the builder that the barge was reasonably fit for use."

The case of sale by sample is peculiar to personalty. In such a sale the vendor warrants the quality of the bulk to be equal to that of the sample. There are certain kinds of sale which are governed by special legislation, chiefly on grounds of public policy. A sale contrary to the provisions of any of the Acts is generally void in the same way as though it were illegal at common law, on the principle of the maxim *Ex turpi causa non oritur actio*. The sale of certain public offices is forbidden by 5 and 6 Edw. VI. c. 16, 49 Geo. III. c. 126, and other Acts dealing with special offices. A sale by a tradesman in the way of his ordinary business upon Sunday is illegal under 29 Car. II. c. 7. The same is the case with the sale of intoxicating liquors during prohibited hours, whether on Sundays or week days (31 and 38 Vict. c. 49, s. 6). No action can be brought to recover any debt alleged to be due in respect of the sale of any ale, &c., consumed on the premises where sold (30 and 31 Vict. c. 142). The sale of game in the close season or by an unlicensed person is forbidden by 1 and 2 Will. IV. c. 32. The sale of spirits to a person apparently under the age of sixteen is made penal by 35 and 36 Vict. c. 94, s. 7. These cases are only given as examples; there are numerous other enactments dealing with, *inter alia*, sales of anchors and chain cables, adulterated food and drugs, explosives, and poisons. Every sale by weight or measure must be according to one of the imperial weights or measures ascertained by the Weights and Measures Act, 1878; if not so made, the sale is void (41 and 42 Vict. c. 49, s. 19).

The remedies of the vendor are of two kinds, judicial against the purchaser, extra-judicial against the goods. Judicial remedies are either by action for non-acceptance where the property has not passed or by action for the price where it has passed. The extra-judicial are (1) a lien for the price, so that, in the absence of agreement to the contrary or assent to a sub-sale, the vendor need not deliver the goods until the price is paid; (2) the right of stoppage *in transitu*. This right is universally acknowledged by the commercial law of civilized nations. It arises on the insolvency of the purchaser before the goods have reached his possession, and is defeasible only by transfer, whether by way of sale or pledge, of the bill of lading or other document of title to a *bona fide* indorsee for value. The protection afforded at common law to the *bona fide* transferee has been extended by the Bills of Lading Act, 1855, and by the Factors Act, 1877. There is no general right of resale by the vendor on default of the purchaser. The remedies of the buyer are an action for damages for non-delivery, for conversion, for breach of warranty, for misrepresentation, &c., according to circumstances. He has also a remedy analogous to specific performance under the Mercantile Law Amendment Act, 1856. The Act gives power to the court or a judge, in an action for breach of contract to deliver specific goods, to order execution to issue for the delivery of the goods without giving the defendant the option of retaining them upon paying the damages assessed. The buyer has further a right to reject goods where they are different in kind or quality from those which he had a right to expect. He is entitled to keep them for a sufficient time to give them a fair trial. It should be noticed that the effect of misrepresentation in the sale of real and personal property is not the same. As a rule innocent misrepresentation of facts does not give a right to rescind the sale, since a representation is, like an express warranty, not an integral part of the contract. A representation may, however, if so intended by the parties, become a condition a breach of which will avoid the sale. See Story's, Blackburn's, and Benjamin's treatises on the sale of personal property, especially Benjamin's, which is now the recognized text-book on the subject.

[1] An executed contract passes title, an executory gives a right. A purchase for ready money in a shop is an executed contract, an order for a certain chattel to be made is an executory contract. The consideration for such a contract is the express or implied promise to pay for the chattel on completion.

It may be useful to recapitulate shortly the main points of difference between Roman and English law. They have all been noticed in the preceding part of this article. (1) *Arrha* was not the same as earnest. (2) Written contracts were not necessary in Roman law under any circumstances. (3) There was no warranty of title in Roman law: the transfer was of *vacua possessio*, not of ownership; in England there is a warranty of title (unless the parties otherwise intend) on sales of personalty, but not on sales of real property, though the covenants for title practically amount to a warranty. (4) There was a warranty of quality extending to undisclosed defects in Roman law beyond anything recognized by English law. (5) By Roman law the property did not pass until *traditio*; even then it was only property in a modified sense; it was rather *vacua possessio* secured by *duplæ stipulatio*; by English law the property in specific ascertained goods vests by the contract in the buyer. (6) A sale by a person who was not the owner was not good in Roman law; it is good in certain cases in English law (see below).

There are certain kinds of sale which it is proposed to consider separately on account of the exceptional circumstances in which they stand.

Compulsory Sale.—As a general rule sale is a matter of contract between the parties, and no one can be forced to sell against his will. But in this, as in other matters, the right of the state comes in. Under the powers of the Lands Clauses and other Acts the state, exercising its right of eminent domain, may force an owner to sell for the purpose of public improvements,—such as railways. The power of compulsory sale is less common where the interests of the state are not involved; an example occurs in the Partition Act, 1868, under which the court may order a sale instead of a division, even though some of the parties interested dissent.

Judicial Sale.—Under this head may be grouped all those sales which are made under the authority and by the direction of a court of justice. In regard to real property the most important example is the sale by order of the Chancery Division. Such a sale may be ordered either under the original jurisdiction of the court or under the provisions of certain Acts of Parliament, such as the Lunacy Regulation Act, 1853, the Partition Act, 1868, the Settled Estates Act, 1877, or the Settled Land Act, 1882 (see SETTLEMENT). The Conveyancing Act, 1881, provides for freeing any land from encumbrances on sale by the court, on payment into court of a sum to meet the encumbrance. The Act also makes the order for sale conclusive in favour of a purchaser in almost every case. The abstract of title in a sale by the court is submitted to one of the conveyancing counsel of the Chancery Division, and the particulars and conditions are settled in judges' chambers. The sale is generally by public auction, the auctioneer being appointed by the judge. The regulations for the conduct of sales by the court will be found in the Rules of the Supreme Court, 1883, Ord. li. r. 1-13.

The Bankruptcy Act, 1883, gives power to a trustee acting under the authority of a court of bankruptcy to sell all or any part of the property of a bankrupt by public auction or private contract. Similar rights are given by the Scotch Bankruptcy Act, 1856. Judicial sales of the property of a debtor in Scotland are regulated by 19 and 20 Vict. c. 92. The term "judicial sale" does not seem to be used as a technical term in English as it is in Scotch law. In admiralty actions a vessel may be sold under a commission of appraisement and sale issued by the court. The practice is now regulated by Ord. li. r. 14-16. Similar powers may be exercised in an action of sett in Scotland. A common instance of a judicial sale is the sale by a sheriff of an execution debtor's goods under a writ of *fieri facias* or *venditioni exponas*. Where the execution is for a sum above £20 the sale is, unless the court otherwise orders, to be by public auction. Where the sheriff has seized and a claim by interpleader is set up, the court may order a sale of the whole or part of the goods (Rules of the Supreme Court, 1883, Ord. lvii. r. 12). The same rules (Ord. l. r. 2) give a valuable power to the court or a judge of ordering a sale of any goods of a perishable nature, or such as for any reason it may be desirable to have sold at once.

Sale by Persons not Owners.—English law in general agrees with the rule in Dig. l. 17, 54, "Nemo plus juris ad alium transferre potest quam ipse haberet," and a purchaser takes his purchase subject to informalities in the title. To this rule there are several exceptions, in which title may be given by persons who are limited owners or not owners at all. An example of sale by a limited owner is a sale by a tenant for life under the powers given by the Settled Land Act, 1882. Under the same head would fall sales by persons having a qualified right of sale under particular circumstances, such as a sheriff, the master of a ship in a foreign port, or a pawnee in default of payment (see PLEDGE). Sales by persons not owners at all must as a rule, in order to be valid, be made to purchasers ignorant of the defect of title on the part of the vendor. In the case of real estate a *bona fide* purchaser for valuable consideration without notice, actual or implied, of any adverse title is protected. This is on the principle that equity assists the person in possession of the legal estate. In the case of personal property title may be passed by a person not owner under the Factors Acts and in the case of stolen goods. The effect of the Factors Acts is to enable title to be given by the vendor or vendee or any person on his behalf while he is in possession of the documents of title (see FACTORS). The law as to the sale of stolen goods will be found under THEFT.

Pre-emption.—This is a right of purchasing some particular property given to some particular person in priority to the public. It is conferred either by agreement between parties or by law. Thus by the Lands Clauses Act, 1845, before the promoters of an undertaking dispose of superfluous lands not required for the purposes of the undertaking they must (with certain exceptions) first offer to sell the same to the person then entitled to the lands from which the same were originally severed. In the United States pre-emption is very important in its connexion with the homestead law (see HOMESTEAD). In international law the right is exercisable by a belligerent nation over property not strictly contraband, but which would still be of advantage to the enemy. The goods are not seized and condemned, but purchased by the capturing nation at a reasonable compensation. The right of pre-emption is given to the admiralty by 27 and 28 Vict. c. 25, s. 38 (see CONTRABAND). The old crown prerogative of purveyance and pre-emption was a right of buying up provisions and other necessaries for the royal household at a valuation even without the consent of the owner, and also of impressing horses and carriages for the king's service on the public roads upon paying a settled price to the proprietor. The right was relinquished by the Act abolishing the feudal tenures (12 Car. II. c. 24).

Scotland.—The law of Scotland follows the Roman law more closely than does English law. Thus in Scotch as in Roman law the contract of sale is called a consensual contract; the sale is not complete until delivery, and market overt does not afford any protection. Writing is essential to the sale of heritable property, not by any statute, as in England, but by the ancient unwritten law. *Rei interventus* may, however, in some cases, like part performance in England, supply the place of writings. The vendor is bound on completion to supply a sufficient progress of titles. In addition to the protection afforded to the purchaser by the progress of titles the statutory form of warrandice in 31 and 32 Vict. c. 101, s. 8 implies, unless specially qualified, absolute warrandice as regards the lands and writs and evidents, and warrandice from fact and deed as regards the rents,—that is to say, that a good title to the land has been conveyed, and that the granter has not done and will not do anything contrary to the writ as regards the rents (see Watson, *Law Dict.*, s.v. "Warrandice"). In the case of movables writing is not necessary for a good contract of sale, except where the sale is of a ship, or the parties agree to reduce the terms to writing. The Mercantile Law Amendment (Scotland) Act, 1856 (19 and 20 Vict. c. 60), has made important changes in the law of Scotland. "The statute was passed for the purpose of assimilating the law of Scotland to that of England" (Lord Watson, in M'Bain *v.* Wallace, *Law Reports*, 6 Appeal Cases, 583). By section 1 goods after sale but before delivery are not attachable by the creditors of the seller. By section 2 the sub-purchaser may demand that delivery be made to him instead of to the original purchaser, without prejudice to the right of retention of the seller. By section 3 the seller of goods may attach the goods while in his own possession at any time prior to the date when the sale of such goods shall have been intimated to him. By section 5 the English principle of *caveat emptor* is introduced: "where goods shall be sold the seller, if at the time of the sale he was without knowledge that the same were of defective or of bad quality, shall not be held to have warranted their quality or sufficiency, but the goods, with all faults, shall be at the risk of the purchaser, unless the seller shall have given an express warranty of the quality or sufficiency of such goods, or unless the goods have been expressly sold for a specified and particular purpose, in which case the seller shall be considered, without such warranty, to warrant that the same are fit for such purpose." The right of retention corresponds closely to the right of lien in England, but rests upon the simpler ground of undivested property (see Watson, *Law Dict.*, s.v. "Sale"). Criminal liability for fraud seems to be carried farther in Scotland than in England (see FRAUD).

United States.—The law as to the sale of real estate agrees generally with English law. It is considerably simplified by the system of REGISTRATION (*q.v.*). The covenant of warranty, unknown in England, is the principal covenant for title in the United States. It corresponds generally to the English covenant for quiet enjoyment. The right of judicial sale of buildings under a mechanic's lien for labour and materials is given by the law of many States.