breach. Seller and buyer have each their appropriate remedies. If the property in the goods has passed to the buyer, or if, under the contract, “ the price is payable on a day certain irrespec­tive of delivery," the sellers remedy for breach of the con­tract is an action for the price (§ 49). In other cases his remedy is an action for damages for non-acceptance. In the case of ordinary goods of commerce the measure of damages is the difference between the contract price and the market or current price at the time when the goods ought to have been accepted.

But this test is often applicable. For instance, the buyer may have ordered some article of special manufacture for which there would be no market. The convenient market-price rule is therefore sub­ordinate to the general principle that “ the measure of damages is the estimated loss directly and naturally resulting in the ordinary course of events from the buyer’s breach of contract ” (§ 56). Similar considerations apply to the buyer’s right of action for non-delivery of the goods (§51). Section 52 deals with a peculiar feature of English law. In Scotland, as a general rule, a party who complains **of** a breach of contract is entitled to claim that the contract shall be specifically performed. In England a court of common law could only award damages, and apart from certain recent statutes, a claim for specific performance could only be entertained by a court of equity in a very narrow class of cases when the remedy by damages was deemed inadequate. But now, under the act of 1893, “ in any action for breach of contract to deliver specific or ascertained goods the court may, if it thinks fit, direct that the contract shall be per- formed specifically without giving the defendant the option of retaining the goods on payment of damages.” The buyer who com­plains of a breach of warranty on the part of the seller has two remedies. He may either set up the breach of warranty in reduction of the price, or he may pay the price and sue for damages. The prima facie measure of damages is the difference between the value of the goods at the time of delivery and the value they would have had if they had answered to the warranty (§ 53).

The sixth part of the act is supplemental, and is mainly con­cerned with drafting explanations, but section 58 contains some rules for regulating sales by auction. It prohibits secret bidding on behalf of the seller to enhance the price, but is silent as to combination by buyers to reduce the price. Such a combination, commonly known as a “ knock out,” is left to be dealt with by the ordinary law of conspiracy.

The Sale of Goods Act 1893 was the third attempt made by the English parliament to codify a branch of commercial law. It would be out of place here to discuss the policy of mercantile codification, but it may be noted that there are very few reported cases on the construction of the act, so that its interpretation does not seem to have given rise to difficulty. As has been noted above, the act preserves some curious anomalies and distinctions between English and Scottish law. But the amendments re- quired to remove them would be few and simple, should the legislature ever think it worth while to undertake the task.

*United States.—*The law as to the sale of real estate agrees gener­ally with English law. It is considerably simplified by a system of registration. 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. The sale of public lands is regulated by Act of Congress. In the law of sale of personal property American law is also based upon English law. The principal differences are that the law of market overt is not recognized by the United States, and that an unpaid vendor is the agent of the vendee to resell on non-payment, and is entitled to recover the difference between the contract price and the price of resale. Warranty of title is not carried as far as in England. United States decisions draw a distinction between goods in the possession and goods not in the possession of the vendor at the time of sale. There is no warranty of title of the latter. The Statute of Frauds has been construed in some respects differently from the English decisions. As to unlawful sales, it has been held that a sale in a state where the sale is lawful is valid in a state where it is un-lawful by statute, even though the goods are in the latter state.

The ordinary text-books on the law of sale are constantly re-edited and brought up to date. The following among the others may be consulted: Benjamin’s *Sale of Personal Property;* Blackburn’s *Contract of Sale*; Campbell’s *Law of Sale and Mercantile Agency*;Brown’s *Sale of Goods Act* (*Scotland*); Chalmers’s *Sale of Goods Act*;Moyle’s *Contract of Sale in the Civil Law*; E. J. Schusters *Principles of German Civil Law*; Beddarride’s *Des achats et ventes commer­ciales',* Story’s *Sale of Personal Property* (United States).

(M. D. CH.)

SALEP (Arab. *saḥleb,* Gr. *δρχιs*)*,* a drug extensively used in oriental countries as a nervine restorative and fattener, and also much prescribed in paralytic affections. It probably owed its original popularity to the belief in the “ doctrine of signatures.”

It is not used in European medicine. It consists of the tuberous roots of various species of *Orchis* and *Eulophia,* which are decorticated, washed, heated until homy in appearance, and then dried. Its most important constituent is a mucilaginous substance which it yields with cold water to the extent of 48%.

SALERNO (anc. *Salernum},* a seaport and archiepiscopal see of Campania, Italy, capital of the province of Salerno, on the west coast, 33 m. by rail S.E. of Naples. Pop. (1901), 28,936 (town); 45,313 (commune). The ruins of its old Norman castle stand on an eminence 9o5 ft. above the sea with a background of graceful limestone hills. The town walls were destroyed in the beginning of the 19th century; the seaward portion has given place to the Corso Garibaldi, the principal promenade. The chief buildings are the theatre, the prefecture, and the cathedral of St Matthew (whose bones were brought from Paestum to Salerno in 954), begun in 1076 by Robert Guiscard and consecrated in 1084 by Gregory VII. In front is a beautiful quadrangular court (112 by 102 ft.), surrounded by arcades formed of twenty-eight ancient pillars mostly of granite from Paestum, and containing twelve sarcophagi of various periods; the middle entrance into the church is closed by remarkable bronze doors of 11th-century Byzantine work. The nave and two aisles end in apses. Two magnificent marble ambones, the larger dating from 1175, a large 11th-century altar frontal in the south aisle, having scenes from the Bible carved on thirty ivory tablets, with 13th-century mosaics in the apse, given by Giovanni da Procida, the promotor of the Sicilian Vespers, and the tomb of Pope Gregory VII., and that of Queen Margaret of Durazzo, mother of King Ladislaus, erected in 1412, deserve to be mentioned. In the crypt is a bronze statue of St Matthew. The cathedral possesses a fine Exultet roll. S. Domenico near it has Norman cloisters, and several of the other churches contain paintings by Andrea Sabbatini da Salerno, one of the best of Raphael’s scholars. A fine port constructed by Giovanni da Procida in 1260 was destroyed when Naples became the capital of the kingdom, and remained blocked with sand till after the unification of Italy, when it was cleared; but it is now unimportant. The chief industries are silk and cotton-spinning and printing. Good wine is produced in the neighbourhood. A branch railway runs N. up the Irno valley to Mercato S. Severino on the line from Naples to Avellino.

A Roman colony (Salernum) was founded in 194 **B.c.** to keep the Picentini in check. It was captured by the Samnites in the Social War. It was the point at which the coast road to Paestum diverged from the Via Popillia, rejoining it again E. of Buxentum. In the 4th century the *correctores* of Lucania and the territory of the Bruttii resided here, but it did not attain its full importance till after the Lombard conquest. Dismantled by order of Charlemagne, it became in the 9th century the capital of an independent principality, the rival of that of Benevento, and was surrounded by strong fortifications. The Lombard princes, who had frequently defended their city against the Saracens, succumbed before Robert Guiscard, who took the castle after an eight months’ siege and made Salerno the capital of his new territory. The removal of the court to Palermo and the sack of the city by the emperor Henry VI. in 1194 put a stop to its development. The medical school of the *Ciυitas Hippo- cratica* (as it called itself on its seals) held a high position in medieval times. Salerno university, founded in 115o, and long one of the great seats of learning in Italy, was closed in 1817.

See A. Avena, *Monumenti dell' Italia Meridionale* (Naples, 1902), i. 371 sqq. (T. As.)

SALERS, a village of central France, in the department of Cantal, 30 m. N. of Aurillac by road. Pop. (1906), 659. Salers dates from the 9th or 10th century and its lords were already powerful in the 11th century. It is finely situated on a plateau overlooking the valley of the Maronne. It is a quaint old town with a church of the 13th and 15th centuries, remains of its ancient ramparts and many houses of the 15th and 16th centuries. Salers has given its name to a celebrated breed of red cattle raised in the district.

SALESBURY (or Salisbury), WILLIAM (*c*. 1520-*c*. 1600), Welsh scholar, was a native of Denbighshire, being the son of Foulke Salesbury, who belonged to a family said to be descended from a certain Adam of Salzburg, a member of the ducal house of Bavaria, who came to England in the 12th century. Salesbury was educated at Oxford, where he accepted the Protestant