



discretion, textbooks and courseware needed for the program ....” and the students acknowledged that “... it is necessary for ITI to change ... materials ... from time to time” and that such changes “... may be made during the course of the students’ program.” While ITI intended to use the books for a module of instruction, the books had not been distributed to the students and remained on the shelves at ITI as of the date of the supplier’s written demand. ITI retained a discretion under its contract with its students as to what course materials it would supply. The fact that it intended to supply certain materials did not give rise to a contractual obligation to provide these particular materials. It follows that these books were not “subject to any agreement for resale” within the meaning of s. 81.1(1)(c)(v) and that the judge erred in finding otherwise.

This information sheet does not form part of the court’s decision. Quotes must be from the judgment, not this cover sheet. The full court judgment consists of 3 pages.