

alimony. As there had been an apparent, but unexplained, delay of a month in filing the statement of claim, the interim alimony should run from the service of notice of this motion: *Parish v. Parish* (1912), 4 O.W.N. 105. The defendant should also pay the plaintiff's solicitor forthwith \$30 for disbursements. J. H. Hammond, for the plaintiff. Grayson Smith, for the defendant.

VICTOR v. ROMOVITZ—BRITTON, J.—JULY 24.

Vendor and Purchaser—Agreement for Sale of Land—Failure of Attempt to Prove Abandonment by Purchaser—Agreement as to Collection of Rents and Payment of Disbursements—Account—Specific Performance—Costs.—Action for a declaration that a certain agreement is unenforceable and that the defendant has forfeited all rights thereunder. Counterclaim for an account and specific performance of the agreement. The action and counterclaim were tried without a jury at Toronto. BRITTON, J., in a written judgment, said that the agreement was for the sale by one Raffleman, the plaintiff's assignor, of certain land to one Beck, the defendant's assignor, for \$1,850. The money was payable in instalments, and all became due in 1915. The defendant alleged that there was an arrangement between him and Raffleman that Raffleman should collect the rents, pay the taxes, make the other necessary disbursements, and "carry the property" until after the end of the war, or for some other reasonable time, and give an account to the defendant of amounts received and paid out. The plaintiff had dealt with the property in a way consistent with such an agreement. Upon the evidence, the case was not one in which an abandonment or forfeiture should be declared. The defendant alleged his willingness to carry out the purchase according to the agreement, and asked for an account of rents and profits and specific performance of the agreement. The defendant was entitled to a judgment for specific performance. The plaintiff should pay the costs, fixed at \$100, and that amount should be deducted from the purchase-money to be paid by the defendant. An account having been rendered, there was no need for a reference on that score; but there may be a reference to the Master in Ordinary as to title, if deemed necessary by either party. J. M. Ferguson, for the plaintiff. H. H. Shaver, for the defendant.