

might have been done pending the application under the Vendor and Purchaser Act; see *Re Nichols*, [1910] 1 Ch. 45.

The claim as to cancellation of the contract called for an action to determine the whole controversy, and as a consequence of this excessive litigation, much outlay for costs has been incurred. The purchaser obtained his costs under the vendor and purchaser application, and he should pay costs of this action, in which he fails. But the taxing officer should not allow for any of the documents copied out in *extenso* in the statement of claim.

The application was dismissed on the 6th March, 1912, and the order was entered on the 23rd March. On the 16th March the purchaser wrote withdrawing from the contract and refusing to complete. The action for specific performance was begun on the 4th May, 1912. The purchaser might have taken possession had he chosen, and notice was given him that the vendor would without prejudice dispose of the hay on the land and look after the weeds pending the result of the action. Evidence was given that the property had become deteriorated to the extent of \$300. But that is far beyond the mark; the deterioration will be far more than covered by the \$75 to be paid for the hay—a sum which will enure to the benefit of the defendant Hull. Judgment will be for the balance of the price, \$2,800, and in strictness he should also pay interest, some \$160 or so. But I will act on the offer of the plaintiff to take \$2,800 and the \$75 without interest. The land is vested in the defendant, who is to pay \$2,800 in a month and costs of action—with lien on the land till paid; the plaintiff is to collect the \$75 from Broughton.