

THE COURT (FALCONBRIDGE, C.J., BRITTON, J., RIDDELL, J.), dismissed the appeal with costs.

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BOYD, C.

JUNE 19TH, 1907.

TRIAL.

BRADLEY v. BRADLEY.

*Vendor and Purchaser—Option to Purchase Land—Person Holding Option Offering Land for Sale by Auction—Vendors Notifying Auctioneer not to Proceed—Refusal of Auctioneer to Sell—Loss of Resale—Action for Damages—Loss of Option by Effluxion of Time—Right to Chattels.*

Action by Arthur B. Bradley against Thomas P. Bradley, Isabella Bradley, and W. A. F. Campbell, to recover damages for certain wrongs, etc.

Plaintiff alleged that in an action for the administration of the estate of James Bradley, deceased, in which action defendant Thomas P. Bradley was plaintiff and defendant Isabella Bradley and others were defendants, an agreement dated 22nd September, 1906, was arrived at between the parties, in settlement of that action, whereby, inter alia, plaintiff received an option to purchase a farm there in question, for \$12,000, less his share in the estate, fixed at \$1,200, and was to have two weeks from the date of the agreement to carry out his purchase; that plaintiff, relying on the option, entered into an agreement on 22nd September, 1906, to sell the farm to one Luxton for \$13,500, but on the understanding that plaintiff was to have the privilege of advertising and offering the farm for sale by public auction in order to ascertain if a better price could be obtained therefor; that plaintiff advertised the farm for sale by public auction on 5th October, 1906; that on 1st October, 1906, defendant Campbell, a solicitor, on instructions from his co-defendants, sent a letter to the auctioneer notifying him that plaintiff had no right to offer the farm for sale; that in consequence of this letter the auctioneer refused to offer the property for sale, and Luxton refused to carry out his agreement; that plaintiff was unable to obtain another purchaser, and lost his option to purchase; that defendants wrote or caused