were proceeded against for damages for inducing the contractor to break his contract, or otherwise than upon the written contract in question, the judgment against them should not be allowed to stand. Although the plaintiff cannot have the equitable relief of specific performance, because he failed to register his agreement, and so permitted, it is said, a bonâ fide purchaser, for valuable consideration without notice of his rights, to acquire the property, yet he can have the common law relief, damages for breach of contract; but none but the parties to that contract can be liable upon it.

The learned Chief Justice said that he was unable to follow McIntyre v. Stockdale (1912), 27 O.L.R. 460, deeming it not well decided; he also referred to In re Northumberland Avenue Hotel Co. (1886), 33 Ch. D. 16, Lavery v. Pursell (1888), 39 Ch. D. 508, and Elmore v. Pirrie (1887), 57 L.T.R. 333, which are cited in McIntyre v. Stockdale; and to Bagot Pneumatic Tyre Co. v. Clipper Pneumatic Tyre Co., [1902] 1 Ch. 146.

The appeal of the added defendants should be allowed and the action dismissed as to them, with such costs of action and appeal as they had incurred in their own defence and which are separable from the costs of their co-defendant.

As to the damages to be paid by the defendant Stodgell, they had been assessed at $2,500, which meant that the man who bought the land for $7,500 now said that the man who sold it to him for that price should pay damages as if the land was really worth $10,000 at the time the transaction should have been closed. The measure of damages is the difference between the price agreed on and the actual value of the land at the time when the conveyance should have been made. There was some evidence that that difference was $2,500; but that rested upon the testimony of land agents speaking of inflated speculative value; and the actual sale made in good faith to Morton shewed that $1,200 was the enhanced price. There would be also some other items of inconsiderable amount in the way of damages, which, with some reasonable advance over the $1,200, would make $1,500; and $1,500 would be ample compensation to the plaintiff as reasonable damages for the defendant Stodgell's breach of his agreement.

The appeal should be allowed to that extent, and the damages reduced to $1,500; there should be no costs of the appeal as between the plaintiff and the defendant Stodgell.

RIDDELL and LENNOX, JJ., concurred.