

McRAE v. SUTHERLAND—CLUTE, J.—JUNE 12.

Vendor and Purchaser—Agreement for Sale of Land—Action by Purchaser for Specific Performance—Defences—Failure of—Subsequent Sale by Vendor to Bona Fide Purchaser for Value—Registration of Conveyance—Damages in Lieu of Specific Performance.—Action for specific performance of an alleged agreement of the 23rd October, 1918, for the sale by the defendant to the plaintiff of a farm of 100 acres in the township of Roxborough for \$4,350. The defendant alleged that the agreement relied upon by the plaintiff was only an option for 30 days, which the plaintiff had not accepted within that time; and, alternatively, that the agreement had been terminated by a subsequent agreement. The action was tried without a jury at Cornwall. CLUTE, J., in a written judgment, found, upon the evidence, that neither of the defences had been substantiated. It appeared that the defendant had, on the 11th November, 1918, sold and conveyed the farm to one Tait for \$4,500. The deed to Tait having been registered, and it appearing that he was a bona fide purchaser for value, the plaintiff could not have specific performance, but he was entitled to damages for breach of the agreement. The farm, if properly advertised, would have sold for at least \$5,000, and the plaintiff was entitled to recover the difference between the price he agreed to pay and \$5,000, namely, \$650. Judgment for the plaintiff for \$650 and costs of the action. C. H. Cline, for the plaintiff. W. B. Lawson, K.C., for the defendant.

 FIELDHOUSE v. CITY OF TORONTO—FALCONBRIDGE, C.J.K.B.—JUNE 14.

Nuisance—Judgment Directing Abatement—Motion to Extend Time for Abatement—Direction that Motion be Heard with Motion to Compel Compliance with Judgment.—Motion by the defendants for an order amending the judgment in this action—Fieldhouse v. City of Toronto (1918), 43 O.L.R. 491—and extending the time allowed for abating the nuisance. The motion was heard in the Weekly Court, Toronto. FALCONBRIDGE, C.J.K.B., in a written judgment, said that, in view of the fact that it would be necessary for the plaintiffs to move the Court for an order to compel compliance by the defendants with the judgment or to impose a penalty for non-compliance therewith, he should now direct that this motion stand over to be heard by the Court or Judge who shall hear the plaintiffs' motion, and who will then dispose of the costs of this motion. Irving S. Fairty, for the defendants. T. R. Ferguson, for the plaintiffs.