CARTWRIGHT, K.C., MASTER:—This action is brought to recover $10,000 as due under an agreement for sale of lands by plaintiffs to defendants under an agreement dated 1st November, 1912, and which is produced.

The statement of defence alleges that plaintiffs have not a good title and counterclaim for return of deposit of $500.

The reply says that defendants accepted plaintiffs' title to said lands and raised no objection within the time limited by the agreement for so doing.

It appears that the offer of 30th October, 1912, to purchase contained terms as to payment more favourable to purchasers than the agreement of 1st November, 1912, which supplemented or superseded it. A letter from defendants' solicitors of 30th December, 1912, to plaintiffs' solicitor says this agreement was afterwards changed "by the parties." Ward who was the nominal purchaser on his examination for discovery says he had nothing to do with this last change, but says Mr. Somers Cocks was acting for the purchasers. The Dinnicks have since been made defendants instead of Ward, and plaintiffs fear they cannot now use Ward's depositions as evidence. They desire to know who "the parties" were, as they think this will assist them in proving acceptance of title so as to bind the real parties in the transaction—as alleged in the reply—That allegation is most probably too indefinite. It is in fact a conclusion of law from facts of which presumably plaintiffs have knowledge, in which case they should be charged in the pleadings. See *Carter* v. *Foley O'Brien*, 3 O. W. N. at p. 889. However, no objection was taken to the reply; and the defendants have since obtained leave to amend their defence, and plaintiffs are to be allowed to amend as they may be advised. It, therefore, is unnecessary to make any order at present. When the pleadings are again closed the examinations will be resumed and it may well be that what is not relevant now will become so on a different record.

In the meantime this motion will be dismissed with costs in the cause.