

(1915), 34 O.L.R. 51, and *Rotman v. Pennett* (1920), 47 O.L.R. 433, were referred to. The learned Judge distinguished those cases.

The plaintiff was entitled to such damages as flowed naturally from a breach of the agreement in contemplation of both parties to it. He did not ask for damages for loss of his bargain, but for what he said were his expenses and loss sustained down to the time he learned that the defendant could not fulfil his contract, which, he said, resulted immediately from the defendant's breach. The natural thing for the plaintiff to have done, and what the defendant should reasonably have expected that he would do, in the circumstances, was to make preparations to move his family and his stock and chattels to the farm on or at any time after the 1st March, the date on which the defendant contracted to give possession. On the 9th April, the plaintiff learned that the defendant had not put himself in a position to deliver possession, and that he was not taking steps to do so; the plaintiff wrote on the following day the letter referred to. The defendant made no objection to the notice contained in that letter until he delivered his counterclaim on the 17th September.

There should be judgment in favour of the plaintiff for the return of the two sums of \$100 and \$400 paid by the plaintiff, with interest from the respective dates of such payments, and for \$450 damages; and the counterclaim should be dismissed. The defendant should pay the plaintiff's cost of both action and counterclaim.

ORDE, J.

JANUARY 5TH, 1921.

*ORFORD v. ORFORD.

*Husband and Wife—Alimony—Adultery of Wife—Proof of—
“Artificial Insemination”—Meaning of “Adultery”—Conduct
of Husband Conducing to Commission of Offence not a Defence
to Action for Alimony—Dismissal of Action—Costs—Disburse-
ments—Rule 388.*

Action for alimony, tried without a jury, in Toronto.

Peter White, K.C., and S. J. Birnbaum, for the plaintiff.
W. R. Smyth, K.C., and E. G. McMillan, for the defendant.

ORDE, J., in a written judgment, said that the parties were married in Toronto on the 26th August, 1913. A few days later,