

of could be pleaded in an action for libel proper, they would not be wrong in an action for conspiracy.

Paragraph 6 (e) is the ordinary defence of "fair comment," and not objectionable. Paragraph 6 (a) contained matter of inducement setting out circumstances which, it was alleged, rendered comment permissible; it was not objectionable.

The ends of justice would be met, and the plaintiff would have his full rights, if further particulars should be furnished within six weeks after the issue of the order upon this appeal; and that should be directed.

The statement of claim should be amended by striking out all reference to conspiracy and making the claim one for libel simply.

There should be no costs of the appeal.

MEREDITH, C.J.C.P., agreed in the result, for reasons stated in writing. The appeal, he said, was needless.

LENNOX, J., agreed with the opinion of RIDDELL, J.

MASTEN, J., agreed in the result.

Order below varied.

SECOND DIVISIONAL COURT.

APRIL 28TH, 1916.

*EVANS v. FARAH.

Vendor and Purchaser—Agreement for Sale of Land—Breach by Purchaser—Damages—Resale by Vendor with Assent of Purchaser—Recovery by Vendor of Deficiency on Resale and Expenses Incurred—Interest.

Appeal by the defendant from the judgment of CLUTE, J., ante 2.

The appeal was heard by MEREDITH, C.J.C.P., RIDDELL, LENNOX, and MASTEN, JJ.

G. H. Sedgewick, for the appellant.

W. N. Tilley, K.C., for the plaintiff, respondent.

MEREDITH, C.J.C.P., reading the judgment of the Court, said that it was unnecessary to consider the broad question of the remedies of a seller of land against his purchaser, who breaks his contract of purchase; because the parties themselves came to an agreement respecting them when it was made plain that the purchaser