

On the contrary it is quite manifest from K. & K.'s letter to their clients of 1st September, that they were then attaching very little importance to their requisitions on the title. The only faint suggestion in the argument about title was one calling for an outstanding mortgage and discharge thereof.

This is a mere question of conveyance and not of title.

Armour, 3rd ed. 47, 150, 151. *Townsend v. Champernown*, 1827 1 Y. & J. 449 (incorrectly cited in cases and text books as *Champerdown*).

There was therefore no verbal extension of time granted by plaintiff's solicitors, and they had no reason to believe that their answers to the requisitions were not satisfactory, nor that any question of title stood in the way of closing the matter. That was the position before and on the 17th September—the day fixed for completion according to the terms of the contract.

Plaintiff was in England and his solicitors being pressed by Nasmith to close cabled him on the 6th October: "Maynard Tilley titles satisfactory, cable moneys." And again on 10th October: "Vendors threatening, cable."

Plaintiff answered on 12th October: "Wait my arrival 23rd day of October," and this was communicated to defendant's solicitors.

On 14th October defendant's solicitors write to plaintiff's solicitors "without waiving the benefit of the clause making time the essence of the contract and in order that your clients may not have any cause of complaint, we now notify you on behalf of your client that the sale must be completed on or before Thursday the 19th day of October, 1911, inclusive, otherwise," etc.

Plaintiff's solicitors say this did not reach them until the 16th. Plaintiff arrived in Toronto on 24th October. Defendant's solicitors waited until 28th October and then wrote to say that the sale was off. They now suggest (and the circumstances lend colour to the theory), that plaintiff did not arrive with the money to carry out the transaction, but was marking time in order to turn his bargain over to some one at a profit. This he thought he had succeeded in doing, and on 8th November, his solicitors signified to defendant's solicitors their readiness to close out the purchase.