

1913, he must give a notice fixing a date within which the contract is to be completed, and that date must afford the other party a reasonable time. Malins, V.C., in *Webb v. Hughes*, at pp. 286, 287; *McMurray v. Spicer* (1868), L. R. 5 Eq. 527. There are other reasons. A person who is himself in default cannot avail himself of this stipulation as against the other party. *Foster v. Anderson*, 15 O. L. R. 362, 16 O. L. R. 565. I am quite satisfied that it was understood that the plaintiff's share of the rent was to be applied upon the October payment and that this and the state of the mortgage account against the property was the cause of the delay. On the other hand the moving cause of the defendant's sudden energy was the same as that which caused the dog to grab at the shadow in the stream, the desire to grasp what was not his—the increased value of the property subsequent to the sale. The result is a loss in both instances. The total contract price is \$3,500. The plaintiff is entitled to be credited as payments on the contract with the following sums namely:—

Share of tomatoes	\$ 90 00
Share of corn	13 50
Share of potatoes	2 25
Pasture 10 acres @ \$4 an acre	40 00
27 loads of sand @ 75 cents	20 25
Cash payments	775 00
	<hr/>
Total	\$941 00

Leaving a balance of consideration exclusive of interest amounting to \$2,559.00.

It was contemplated that the plaintiff would make payments by the 15th of October, 1912, amounting to \$1,075. After giving the credits above he has fallen short of this by the sum of \$134, the balance of the \$3,500, namely \$2,425, was to be paid when the defendant cleared the property of the mortgage to the Huron & Erie Loan & Savings Co.

But the amount required to release the land covered by agreement on the 1st of May, 1912, was \$3,177.67, and had increased by the 15th of October, so that at the time of the alleged default counting only the cash payments of \$775 the plaintiff has paid more than he was safe in paying, and more than he could be reasonably called upon to pay until