The agreement was dated the 20th February, 1913; and the action was begun on the 2nd April, 1913.

The action was tried without a jury at Cobourg and Toronto.

D. L. McCarthy, K.C., for the plaintiff.

C. J. Holman, K.C., for the defendant.

MASTEN, J., dealt with the facts in a written opinion of considerable length. The contest, he said, arose on three defences raised by the defendant: (1) that the contract was so harsh and generally unfair that the Court ought to exercise its discretion by declining to give specific performance; (2) that the contract was rescinded by subsequent mutual agreement; (3) laches in the prosecution of this action.

Upon the first defence, reference was made to Fry on Specific Performance, 5th ed., paras. 399, 401. The learned Judge said that, while the price was low, the defendant less able than the plaintiff, and the plaintiff had pressed the defendant with an unsound argument relative to his wife's dower, there was no sufficient reason for refusing specific performance. The defendant had a well-founded knowledge of the true value of the farm; he was amply able to take ordinary care of his interests in such a transaction; the plaintiff stood in no fiduciary relationship towards the plaintiff, and had no special hold over him; and, with respect to the dower question, the defendant had abundant opportunities of independent legal advice, and was quite competent to ask for it if he had thought that he needed it. The Court has a discretion, no doubt; but the discretion must be exercised according to established principles, the chief of which is, that a contract genuinely made shall not lightly be disregarded. This defence should not prevail.

As to the second defence, the learned Judge said that the agreement could be rescinded without a writing. But, unless the evidence of rescission was entirely plain, the written agreement must stand; and the finding must be that no definite and positive agreement to rescind was ever arrived at.

With respect to the last defence, the learned Judge was of opinion that the delay had been explained in such a way that the plaintiff ought not to be precluded by it.

Owing to the fact that a final order of foreclosure had been made in an action brought by one Foster, mortgagee of the farm, and that Foster had conveyed to one Mountjoy, no effective