

SUPREME COURT OF ONTARIO.

FIRST APPELLATE DIVISION.

NOVEMBER 7TH, 1913.

DAHL v. ST. PIERRE.

5 O. W. N. 230.

*Vendor and Purchaser—Specific Performance—Attempt to Rescind—
Time of Essence—Waiver—Account—Reference.*

LENNOX, J., 24 O. W. R. 705; 4 O. W. N. 1413, *held*, that where time is made the essence of the contract, this provision is waived by recognition of the contract by the party entitled to insist on such provision after the expiry of the time provided for by such contract and thereafter in order to cancel the same reasonable notice must be given of a time within which the contract must be completed.

Webb v. Hughes, L. R. 10 Eq. 281, referred to.
SUP. CT. ONT. (1st App. Div.) affirmed above judgment.

Appeal by the defendant from a judgment of HON. MR. JUSTICE LENNOX, 24 O. W. R. 705; 4 O. W. N. 1413.

The appeal to the Supreme Court of Ontario (First Appellate Division) was heard by HON. SIR WM. MEREDITH, C.J.O., HON. MR. JUSTICE MACLAREN, HON. MR. JUSTICE MAGEE and HON. MR. JUSTICE LEITCH.

F. D. Davis, for the defendant, appellant.

M. K. Cowan, K.C., and J. W. Pickup, for the plaintiff, respondent.

THEIR LORDSHIPS' judgment was delivered v. v. dismissing the appeal with costs, being of opinion that there had been a waiver of the condition that time should be of the essence of the contract.