

Clarke v. Manners, Re Manners,
432.

SPECIFIC PERFORMANCE.

1. Delay in filing a bill to enforce a disputed agreement for a partnership was considered sufficiently accounted for by evidence of an unanswered proposal for an arbitration, and of correspondence between the plaintiff and his solicitors before suit.

Haggart v. Allan, 45.

2. Under the circumstances of this country a much less delay will, in many cases, be sufficient to bar a party from obtaining a specific performance of a contract for the sale of land, than would be sufficient for the purpose in England.

Hook v. McQueen, 231.

3. In the course of correspondence which the court was of opinion amounted together to a complete contract for the sale of the lands in question by the defendant to the plaintiff, the defendant wrote a letter to the plaintiff's agent containing the following passage: "I am strongly advised to retain them, but having other ground on which to build, and having some objects in view which I think may be accomplished with the proceeds, I feel inclined to sell at £1000. That amount in hand would suit me much better than to have a small portion, say £250 on interest for so long a period. I dare say it would be quite the same thing for your friend to pay the whole at once. In order to raise a sum to pay for a property in Albion, which *Archy* has been improving, I gave in his behalf, a short time

since, a mortgage to the University for £500 on the Niagara Street lots, to be paid in five years. If your friend should decide on giving the whole, I have no doubt the University would take a security on the Albion property, the title of which is secured by the advance, and release the lots on Niagara-street. The Albion property will more than pay up the mortgage within five years. Perhaps, as matters stand, your friend would take other security to bear him harmless as to the £500, and so it might be unnecessary to trouble the University on the subject."

In the subsequent correspondence nothing was said as to this mortgage on either side; and it was held by all the judges that the contract was complete. It appeared from the other correspondence that the defendant's object in selling was to obtain the immediate use of the whole of the purchase money: and the Vice-Chancellors held that he was not bound to pay off the mortgage referred to out of the purchase money; that he was bound to transfer it to the Albion property and any other property he had if the University would consent to the exchange, and if the University refused he was bound to indemnify the plaintiff against the mortgage.

Arnold v. McLean, 337.

4. A vendee covenanted to fence the land contracted for forthwith, and to build a house within a limited time: and the vendor agreed, upon payment of the purchase money and the due fulfilment of all the other covenants

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