the plaintiff remained in possession to August, 1852—over seven years—paying rent. Then, the defendant (who had purchased in 1851, with notice of the agreement) gave notice to quit. In April following the plaintiff applied to take up his lease, was refused, and thereupon filed this bill. Among other defences set up was that the plaintiff had been guilty of laches in declaring his option, and that he had not done so within a reasonable time. And counsel pointed out the importance of having the option declared promptly, because the landlord remained bound by the contract to the end of the term, while the tenant was free. The M. R. made a decree in favour of the plaintiff. He said (p. 177): "I am clearly of opinion that it was, at any time, competent to Mr. Hughes, or the defendant, to call upon the plaintiff to exercise his option, and to say, 'If you do not exercise your option, the tenancy will be at an end.'"

Moss v. Barton, 1 Eq. 474, was a similar case. It was a suit for specific performance of an agreement for the lease of a house entered into on November 30th, 1857, in which the landlord agreed, at the request of the plaintiff, to grant him a lease for five, seven, etc., years. The plaintiff never exercised his option until 1864, after the landlord had died and rent had been paid to the defendants, his executors. The M. R. made a decree in the plaintiff's favour. He says (p. 476): "Under the original document, which was an agreement for a lease, the plaintiff is entitled to call on the defendants for specific performance, unless he has done something to bar his rights, at any time afterwards. There was nothing to prevent his continuing as tenant from year to year after the three years had expired, and the right to require a lease still existed. The defendants say that they did not know of the original document; but they had notice of it by the plaintiff's application. Why did they not, at the end of 1862, call on the plaintiff to exercise his option? They allowed him to continue in occupation, though they knew that the option continued till the agreement was carried into effect or waived. The case of Hersey v. Giblet, 18 Beav. 174, shews that a person entering into an agreement of that description may execute it at any time, if no time is stipulated for within which it is to be exercised, unless the landlord calls upon him to do so and he makes default, in which case the landlord may determine the tenancy."