must be "ready, prompt and eager" to complete. Mr. Justice Anglin describes this as "what may appear to be an extreme view of the duty of a purchaser who claims specific performance"; *Bark-Fong* v. *Cooper*, 49 S.C.R. 30. The terms criticized, however, are not original with the Supreme Court, as in *Maward* v. *Earl Thanet*, 5 Vesey 720, note, it was said that the purchaser must show himself "ready, desirous, prompt and eager." The rule in England, however, is that where, by the terms of the contract, by subsequent notice or because of the nature of the property the time feature is not essential, delay will not defeat specific performance unless it amounts to an abandonment of the contract: 27 Hals. 69, and Mr. Justice Anglin points out that this is the true ground of the decision in *Wallace* v. *Hesslein*. It has been said that the rule here ought to be different or rather differently applied owing to our different local conditions. *Hook* v. *McQueen*, 2 Gr. 491, 4 Gr. 233, a case containing a useful review of the topic; but the principle adopted seems to be the same, namely, that delay is evidence of abandonment, the only real difference being that less delay will furnish such evidence here than in England. After all if the criterion is intention to abandon it must be a question of fact in each case whether that intention appears.

Different considerations, however, arise where the time feature is essential and the purchaser being in default seeks specific performance of his contract. In *Moodie* v. *Young*, 1 Alta. R. 337, it was held that the provision making time of the essence of the contract was penal so that the Court could relieve against it though the purchaser was late with his payments, but in *Steele* v. *McCarthy*, 1 Sask. R. 317, it was held that the Court has no power to relieve against such a clause where the vendor has cancelled and the purchaser seeks specific performance as it is purely a matter of contract between the parties. These cases are cited as showing the opposing views upon a point recently much mooted in the Ontario Courts. The point came up in 1908 in *Labelle* v. *O'Connor*, 15 O.L.R. 519, where the trial Judge and one Judge in appeal considered the time clause penal so that the purchaser could claim specific performance after his default.