

Will you kindly advise us immediately when your client expects to be in a position to furnish us with draft deed, and oblige,

Yours truly,

(Sgd.) Denison & Foster."

This letter could not be taken literally, that defendant's solicitors were satisfied as to title, without further search, as the solicitors said they were not in a position to certify.

In reply to above letter plaintiff's solicitor wrote:—

"Toronto, Aug. 21st, 1913.

Messrs. Denison & Foster,
Toronto.

Dear Sirs: Re Lawson & Hunt.

I have your letter herein of yesterday's date. The delay herein has been caused by the proposed plan to be filed by my client not having been approved of by the township council. I understand this will not be done for ten days or so, when a draft deed will be submitted to you.

Yours truly,

(Sgd.) B. N. Davis."

On the 22nd August the defendant called "the deal" off, and demanded his deposit.

Further correspondence followed with no change in result thereof. The defendant wanted the land for a proposed market garden. Time was not only made of the essence of the agreement, but it was of importance to defendant. He was not obliged to accept possession until satisfied with the title, and without the plans being registered. The plaintiff must be responsible, and not the defendant, for plaintiff's neglect or inability to have plans prepared and registered, so that defendant could complete before 15th August. The defendant could, after the 15th August, give plaintiff a reasonable time to complete. The "ten days or so" mentioned in the letter of plaintiff's solicitor of 21st August was an unreasonable delay under the circumstances. On the 20th August, the plaintiff executed a conveyance to the defendant describing the land by metes and bounds. This conveyance was not tendered to the defendant. The description is the same as in the statement of claim, and does not mention blocks 9, 10 and south half of 11. It was not executed until after the defendant had withdrawn his offer and demanded his deposit. The plaintiff, as vendor, does not complain that the land would not sell for as much as plaintiff was to