

MEREDITH, C.J.C.P.

OCTOBER 13TH, 1913.

HEALEY-PAGE-CHAFFONS LIMITED v. BAILEY AND
HEHL.

BAILEY AND HEHL v. NEIL ET UX.

*Vendor and Purchaser—Contract for Sale of Land—Several
“Options” upon Same Parcel—Priority—Notice—Husband
and Wife—Misrepresentation—Expiry of Time—Pleading
—Statute of Frauds—Amendment—Trial in Absence of
Defendants—Rescission—Waiver—Evidence—Breach of
Contract—Criminal Proceedings—Costs.*

The first action was brought to remove from the register a cloud upon the plaintiffs' title to land.

The second action was for damages for breach of a contract.

The actions were tried before MEREDITH, C.J.C.P., at Sandwich, on the 10th October, 1913.

M. K. Cowan, K.C., and F. D. Davis, for the plaintiffs in the first action.

No one appeared for the defendants.

M. K. Cowan, K.C., and E. A. Cleary, for the defendants in the second action.

No one appeared for the plaintiffs.

Judgment was delivered after the hearing, and the following reasons were afterwards sent to the Registrar.

MEREDITH, C.J.C.P. :—These cases have come on for trial, and have been heard, under circumstances by no means those most conducive to that which ought to be the object of all litigation—a just determination of all matters in question between the parties, speedily.

The first-named case was entered for trial at the sittings of this Court, here (Sandwich), beginning on the 23rd September, 1913, when the defendants sought, and in more than one way endeavoured to obtain, delay; and eventually, agreeably to all parties, the trial was postponed until this day (10th October), here, and the sittings of the Court adjourned accordingly.

One of the reasons for granting the delay was that the other of these two cases was pending, but not ripe for trial; and, as it arose out of the same transactions and depended upon the same facts as those involved in the other case, it was desirable that