

alleged rule of strict construction referred to in the cases in Beaven's Reports *ante*, the Court has in some cases without any words in the agreement held the parties strictly to their bargain as to time. Such cases generally depend upon the character of the property sold or the surrounding circumstances. Williams Vendor & Purchaser, 576, gives as illustrations, sales of reversions or short leases, property used for trade or business purposes as a public house, property required at once for a residence and property of a speculative character such as mines. Similar decisions as to mines are to be found in Ontario in *Sanderson v. Burdett*, 16 Gr. 119, and *Thompson v. McPherson*, 3 O.W.N. 791. The Toronto land boom of 1888 furnishes another illustration of the rule where vacant land was purchased for speculation and one of the parties made default. It was ultimately held that punctuality was inherently essential and the delinquent plaintiff was refused specific performance, *Robinson v. Harris*, 21 O.R. 43, 19 A.R. 134, 21 S.C.R. 390.

Having considered, therefore, the treatment which stipulations as to dates receive at the hands of the Courts, it remains to consider when a purchaser may claim his equitable interest in lands even though he may be late in seeking it. Again, it must be stated that we are not considering questions of waiver as they really involve an enquiry whether by words or conduct a new contract has been made or whether on grounds of estoppel a *quasi* contractual situation has arisen. Even though time is not expressly or by implication essential yet laches will always prevent a purchaser from enforcing specific performance. The Supreme Court of Canada has expressed the doctrine in pretty drastic terms in *Wallace v. Gesslein*, 29 S.C.R. 171, though the facts showed great laches on the purchaser's part. The Chief Justice there says (page 174): "In order to entitle a party to a contract to the aid of a Court in carrying it into specific execution he must show himself to have been prompt in the performance of such of the obligations of the contract as it fell to him to perform and always ready to carry out the contract within a reasonable time, even though time might not have been of the essence of the agreement" and, at page 177, he says that the purchaser