

his objection notwithstanding this communication" (x). But even if the purchaser insists upon his objections there must be a certain amount of reasonableness in the vendor's refusal to answer them (y); and he must give the purchaser the opportunity of waiving the objections (z); for if he waives them the vendor cannot then rescind (a). And so where a purchaser filed a bill for specific performance upon receiving, in answer to his objections, a notice of rescission, the Court adjourned the cause in order that the vendor might answer them. The purchaser accepted the title upon receiving the answers, whereupon the Court decreed specific performance with costs (b). In a late case the condition was that "if the purchaser shall take [not insist on] any objection, etc."; and it was thought that this might make a difference; but the principle of the prior cases was recognized and adhered to (c).

The notice of rescission need not give to the purchaser a time within which to waive his objections (d); and once it is rightly given the contract is at an end, and it is then too late for the purchaser to withdraw his objections (e). But it cannot be given if no requisitions are made by the purchaser (f).

It has been held that a vendor having once been entitled to the benefit of the condition may waive his right to avail himself of it by replying to the purchaser's objections (g),

(x) *Duddell v. Simpson*, L. R. 2 Ch. App. 109.

(y) *Greaves v. Wilson*, 25 Beav. 295; *Duddell v. Simpson*, L. R. 2 Ch. App. 107.

(z) *Greaves v. Wilson*, 25 Beav. 290.

(a) *Duddell v. Simpson*, L. R. 1 Eq. 578; 2 Ch. App. 102.

(b) *Turpin v. Chambers*, 29 Beav. 104; and see *Greaves v. Wilson*, 25 Beav. 290. But see *Williams v. Edwards*, 2 Sim. 78.

(c) *Re Dames & Wood*, L. R. 27 Ch. D. 172; 29 Ch. D. 626.

(d) *Duddell v. Simpson*, L. R. 2 Ch. App. 102.

(e) *Re Dames & Wood*, L. R. 27 Ch. D. 172; 29 Ch. D. 626.

(f) *Re Monckton & Gilzean*, L. R. 27 Ch. D. 555.

(g) *Tanner v. Smith*, 10 Sim. 410.