

HON. MR. JUSTICE BRITTON.

MARCH 10TH, 1914.

LAWSON v. HUNT.

6 O. W. N. 89.

*Vendor and Purchaser—Specific Performance—Purchase of Land—
Day Named for Closing—Time Essence of Contract—Default by
Vendor—Rescission—Registration of Plan—Dismissal of Action.*

BRITTON, J., *held*, that where a sale of certain lands was to be closed upon a certain date and the vendor was unable to complete, the purchaser was justified in rescinding after reasonable notice.

Tried at Toronto without a jury.

An action to compel specific performance by defendant of an agreement by him to purchase five acres of land in the township of Scarboro. This agreement was made by an offer on the part of the defendant on the 10th day of July, 1913, and accepted on the same day by the plaintiff. This document is, in part, as follows:—

“Toronto, July 10th, 1913.

To W. A. Lawson:

In consideration of dollars, I hereby make the following offer, good for days, that is to say, ‘I offer to buy that certain parcel or tract of land, being blocks 9, 10 and south half of 11, part of lot 30, con..D. Township of Scarboro, County York, together with all improvements thereon, being five acres, more or less, according to proposed plan of subdivision made by W. S. Gibson, O.L.S., for the price or sum of \$2,500, payable as follows This offer if accepted as aforesaid, shall with such acceptance constitute a binding contract of purchase and sale on each of the parties and their respective heirs, executors, administrators, or assigns, and time shall in all respects be strictly the essence of this agreement.”

The adjustment of taxes, interest and insurance, was to as of 15th August, 1913, and possession was to have been given on or before that date.

B. N. Davis, for plaintiff.

H. W. A. Foster, for defendant.

HON. MR. JUSTICE BRITTON:—The defendant was a stranger to the locality. His general knowledge of how townships are laid out in Ontario enabled him, no doubt, to find concession D. of Scarboro, and lot thirty in that concession,