which the plaintiff owned the equity of redemption. The defendant was to pay $2,160, representing the difference in the value of the two properties. The plaintiff accepted the offer on the 9th April, 1909. Objections to title were to be made within ten days, otherwise title to be considered perfect. Time was to be of the essence of the agreement. Deeds, agreement, transfers, etc., were to be completed and handed over on or before the 25th April. The plaintiff made no requisitions as to title; the defendant made none within the ten days. On the 18th April the plaintiff's solicitor submitted a draft deed of his farm property. On the 22nd April the defendant's solicitor returned the draft, approved, subject to title, and sent a draft deed of the defendant's property for approval. On the 23rd April the plaintiff's solicitor returned the draft, approved, subject to title. On the 28th April the defendant's solicitor made formal requisitions on title. This was followed by a conversation between the solicitors and by correspondence between the defendant's solicitor and the registrar of deeds. As the result of these, the defendant's solicitor wrote to the plaintiff's solicitor on the 6th May stating that the requisition as to two discharges of mortgage had been satisfied, but he insisted upon a discharge of a mortgage to the Bank of Toronto. This letter also asked that adjustments be submitted. On the 7th May the defendant's solicitor wrote to the plaintiffs solicitor that, if the objection to the title was not removed by the 10th May, the agreement should be considered at an end. The plaintiff's solicitor was unable to get the discharge and have it registered by the time mentioned. On the 10th May the defendant declared the agreement at an end, and the plaintiff then commenced this action.

A. R. Cochrane, for the plaintiff.

R. G. Smythe, for the defendant.

BRITTON, J.:— . . . Time was originally made of the essence of the agreement. It was completely waived by the negotiation for completion after the time had expired. The defendant, having waived this, could not rescind without reasonable notice. Then was the time given by the notice of Friday the 7th May to close at or before 3 p.m. on Monday the 10th, a reasonable one? . . . I am of the opinion that the notice was not reasonable; the time was too short: see Crawford v. Toogood, 13 Ch. D. 152.

At the trial I was of the opinion that the fact of the plaintiff not reducing the mortgage to the amount which the defendant was to assume was a matter of title, and that the defendant could take objection, as the amount recoverable upon that mortgage