

25th May, 1905, the defendants agreed to sell land to the plaintiff for the price of \$290; the purchase money was to be paid in three instalments, the first of \$100, which was to be (and was) paid down; the second of \$75, which was to be paid in five months and three weeks, and the third, of \$115, in eleven months and three weeks, and the latter two instalments were to bear interest at six per cent. until paid. The plaintiff was to be entitled to possession until default, and was to pay the taxes after the date of the agreement. The agreement was on a printed form, and one of its printed provisions was: "And it is expressly understood that time is to be considered the essence of this agreement, and unless the payments are punctually made at the time and in the manner above mentioned, the defendants are to be at liberty to resell the said lands." The plaintiff was given the privilege of paying the residue of the purchase money at any time, and the defendants were to convey when the whole purchase money should be paid. According to the evidence, the time for the payment of the plaintiff's purchase money was arranged to correspond with the time when the defendants were required to make payments to one R., from whom they had purchased the land, with the object that they should be able to pay R. with the money which the plaintiff should have paid them. The second instalment of the plaintiff's purchase money fell due on the 15th November, 1905, and was not paid. In the following December the plaintiff asked O'Connor, the husband of one of the defendants, for a delay of two or three weeks, saying that at the end of that time he would pay the purchase money in full. O'Connor said that it would be necessary to consult the other defendant, and that he would let the plaintiff know by mail whether they would accede to his request. Not having received any word from O'Connor, the plaintiff waited until February, 1906, when he wrote to the defendants asking for his deed and telling them that he was ready to pay the purchase money in full with interest. To this and to two subsequent letters no reply was received. In April the plaintiff saw O'Connor, who said that the plaintiff would have to lose the \$100, and that the defendants would "stick to the lots and the money as well." A formal tender was made and refused on the 23rd April, and this action for specific performance was begun on the 23rd May:—