

the sale proving abortive. I have the sale papers in my possession, and I think they are all regular. Without admitting any liability on our part to procure release from Emily Bonning Willoughby, our mortgagor, I propose endeavouring to get her to sign the deed, releasing any claim which she may have, but whether I will be successful in this direction I cannot at present say. Will you kindly let me have draft mortgage by return mail, also state a time at which it would be convenient to you and your client to close the purchase?"

No answer being received to this letter, Mr. Vandervoort on the 18th February, 1901, wrote as follows to Mr. Swayzie: "Re Glen Grove property. I beg to remind you that the last day for completing the purchase of the above property by Mr. Long expired on the 15th inst. While not desirous of calling the deal off, I must request you to close the same forthwith. Will you kindly revise and return draft transfer, also draft mortgage, your client to the Eby-Blain Co., and make an appointment with me to close the purchase."

Upon receiving this letter Mr. Swayzie went to see Mr. Vandervoort, and explained to him that he had been ill and had not been at his office, or the earlier letter would have been answered. He also stated that his client expected to receive money from England by 1st March, and wished an extension of time to that date in order that he might pay all the purchase money in cash.

On 20th February, 1901, Mr. Swayzie wrote to Mr. Vandervoort: "Referring to our conversation of yesterday, in which the closing of this matter was enlarged by mutual arrangement until the 1st March, to enable Mr. Long to pay the total amount of the purchase money in cash, I wish you would also let the settling of the conveyance stand a day or two, and I will revise and return it to you this week. I would like to glance over the title before doing so, and have been under the weather lately."

On the same day Mr. Vandervoort replied as follows: "I have your favour of the 20th instant. Under the agreement entered into between Mr. Long and my clients time is strictly the essence of the same, and in granting the extension until the 1st March I wish it distinctly understood that it is entirely without prejudice to our rights."

Nothing further happened until 2nd March, 1901, when Mr. Vandervoort wrote to Mr. Swayzie as follows: "I am instructed by the Eby-Blain Co., Limited, to advise you that the deal between them and your client Mr. John Long under agreement dated 30th January, 1901, is off, and that the said agreement is hereby rescinded."