December next. I am to have free use of the land until that date. I am in a position to make a good title to the property."

It is argued that this provision is a modification and extension of the time for "securing" the customer; but I cannot follow the argument—a binding contract for sale might well be signed in August or September, containing such a provision.

The option was not accepted by the Government till long after the expiration of the thirty days; and efforts made by the plaintiff to have it accepted after the expiration of the thirty days are not shewn to have been made to the knowledge of the defendant. But the Government did take up the option ultimately, about the 14th November—the defendant having on the 22nd September written the plaintiff that the "deal is off as far as agreement with you and myself, as I have not heard anything since." To this the plaintiff replied: "May say on receipt of your price at which we were allowed one month to secure a customer, we at once secured one in the Government, to whom you willingly gave another option for us. We may say we have done our part so far as possible up to the present; and, although the transfer has not yet been made, we are doing our part in endeavouring to have same attended to at a nearly date. But, as such matters have to pass through so many hands, it has necessitated a slight delay, but hope to have the matter settled soon. We are writing again in an endeavour to have the matter attended to at once." To this no answer was made by the defendant; and, as has been said, it was not till about the 14th November that the matter was closed out.

With some doubt, I am of the opinion that, in the circumstances of this case, the plaintiff is entitled to recover. No doubt, from all the evidence, he was to "secure" a customer within thirty days. But the word "secure" is not always used in its strict or etymological sense: and procuring within thirty days a customer who ultimately and within a reasonable time purchases may well be called "securing" such purchaser. All the circumstances of the case seem to bear out this conclusion. The defendant knew that it was the Government which was expected to be the purchaser; he gave an "open option" without limit of time to the Government; when the thirty days had elapsed, he did not cancel the option—thinking, no doubt, that the matter would soon be completed by a formal acceptance. He contented himself with endeavouring to deprive the plaintiff of any profit from the transaction which he had brought about. And finally, when the plaintiff wrote, on the 24th September, setting out that he had "secured" a customer in the Govern-