

The defendants submitted a draft deed for approval. The purchaser's solicitor struck out the purchaser's name as grantee, substituted the name of the purchaser's daughter, and returned the deed. There was no covenant added that the grantee would pay off the mortgage and protect the grantor. This was relied on as an incidental ground of defence; but there was a sufficient answer to the plaintiff's claim without this.

The plaintiff alleged that he purchased for his daughter, and so informed the defendants.

The defendants made all necessary preparations and arrangements to complete the contract on their part on the day fixed by the contract, and were ready to vacate the premises on that day if the plaintiff did what was to be done on his part on that day. The plaintiff did not tender the purchase-money or make any offer to complete the purchase on the day fixed or for several days afterwards.

There was evidence by the plaintiff of a conversation in which he offered to extend for a couple of weeks the time for changing the occupation of the premises; but, if there was such an offer, the defendants did not avail themselves of it, or apparently entertain it. It could not help the plaintiff.

Reference to *Brickles v. Snell*, [1916] 2 A.C. 599; *Walsh v. Willaughan* (1918), 42 O.L.R. 455.

Counsel for the plaintiff endeavoured to obtain from the defendants a specific declaration of their reason for rescinding the contract. The motive was quite manifest—they wanted to slip out of their bargain, and took prompt advantage of the plaintiff's accidental delay. They could legally do so.

The learned Judge did not doubt the plaintiff's sincerity and good faith. He acted honestly and honourably, and had been put to serious inconvenience. The defendants acted harshly and arbitrarily and to an extent that justified the learned Judge in refusing costs.

Action dismissed without costs.

LENNOX, J.

JULY 8TH, 1920.

RICE v. KNIGHT.

Vendor and Purchaser—Agreement for Sale of Land—Time Made of Essence—Action by Vendor for Specific Performance—Defence—Delay of Vendor—Purchaser not Ready to Close on Day Named in Agreement—Alleged Misrepresentation as to Width of Lots—Claim by Purchaser for Abatement of Price.