

sitions, and returning the draft mortgage which had been forwarded by the plaintiff's solicitor with the requisitions on title on the 17th October.

On the 1st November, the day fixed by the contract for the closing of the sale, a clerk from the office of the defendant's solicitor attended at the office of the plaintiff's solicitor with a conveyance signed by the defendant and his wife, and stated to the clerk in charge of that office—the plaintiff's solicitor not then being at the office—the object of his call: and he asked for some one who would close the transaction, to which he received the reply that there was no one there who could close. Failing in his object, he left the office, and the defendant and his solicitor thereafter treated the transaction as at an end.

The plaintiff's solicitor seems to have regarded the answers to the requisitions as insufficient, while the defendant's solicitor asserted that he had made all the answers that it was possible for the defendant to give.

On this condition of things, the plaintiff has brought this action for specific performance, or, in the alternative, for damages.

Beginning with the manner of making the offer, the whole transaction seems to have been very loosely carried on for and on behalf of the plaintiff. The plaintiff's object was undoubtedly to speculate upon the property and turn it over immediately at a small profit, incurring as little expense as possible in the transaction. Soon after entering into the contract of purchase, he was "peddling" the property for sale, and on the 10th October, he entered into an agreement for the disposal of the interest of himself and Turkel in it, on terms which would give him a return of \$175 or \$125—as to which sum the contract is not just clear. After the delivery of the requisitions on title, the only serious effort made to carry out the transaction was on the part of the defendant, who was ready to deliver a conveyance signed by himself and his wife, and who, through his solicitor, tendered the same at the office of the plaintiff's solicitor, with the result above-mentioned.

It is true that the title was not then in a condition which was acceptable to the plaintiff; but, had his representative on that date met the defendant's solicitor with the cash payment which was then payable, other objections to title might have been removed. There were still further objections which clearly the defendant could not remove, though it is equally clear that he made reasonable efforts to satisfy the plaintiff's demands in that respect. The plaintiff being so unwilling to complete without a