

different ways of the same problem, but they afford a convenient method of dealing with somewhat different classes of decisions.

1. *The purchaser being in default asks an extension of time.* This point is continually arising during the period between the execution of the agreement and its completion by conveyance. Most agreements contemplate at least three stages, the service of requisitions, the service of answers and the time for closing. Dates are usually fixed for each and if the vendor or purchaser does not do his part in time then he breaks his contract and at common law he cannot enforce a contract which is not divisible if he has broken it and if the Court should extend the time for him against the will of the other party it would create a different obligation, generally spoken of as making a new contract, though this is hardly correct, as a contract is a mutual agreement, while anything forced upon an unwilling party is not a contract, whatever other kind of obligation it might be. Therefore, at common law, a contract of sale broken as to dates as in any other particular cannot be invoked by a defaulter for the purpose of obtaining common law relief. In equity, however, these severely logical considerations did not always prevail. The Chancellor not only invented and applied the remedy of specific performance, but did so even though the plaintiff had broken his contract as to dates and so we find that parties who buy and sell lands have been compelled to carry out an arrangement different from that stipulated for because it called for completion at a different time. Our law has often created anomalies if they assist fair dealing, so this was cheerfully though somewhat ironically called "specific performance" of a contract. The reason for this indulgence was stated by Lord Eldon as follows: "As to the contract of the party the slightest objection is an answer at law. But the title to an estate requires so much clearing and enquiry that unless substantial objections appear not merely as to the time but an alteration of circumstances affecting the value of the thing . . . many of the cases go the length of establishing that the objection cannot be maintained"; *Saton v. Slade*, 7 Ves. 265, p. 274. The rule is carefully stated by that most cautious Judge but it makes it clear that owing to the complexity of English titles, the Courts