

5. That Paragraph 7 of the Bill of Complaint is most extraordinary in ignoring a letter of the defendants to Mr. H. Kieffer DeLauter, solicitor for the complainants, on March 2, 1959, offering to purchase a strip of land under the terms of the option. A copy of said letter is submitted herewith and marked "Exhibit A".

6. That the Bill of Complaint is further extraordinary in its ambivalence, implying on the one hand in its Paragraph 4, that since the above-mentioned option was "not acknowledged before any proper officer", it had no legal validity; on the other hand, asserting in Paragraph 7, that the defendants refused to exert the very same option.

Your defendants submit:

1. That if the contested option with its right of refusal was valid in July, 1951, it is valid now.

2. That the Deed of Sale of October, 1951, based on and consummating the above-mentioned option, memorialized the validity of the latter.

3. That if the whole of the option is valid, each part is equally valid.

4. That if the complainants believed in July, 1951, that they were signing an invalid instrument to which they could not in future be held, then they were acting in cynical contempt of decent contractual practice. If, on the other hand, they did, in July, 1951, sign the option in good faith only to deny in July, 1959, the obligation guaranteed by their signatures, the defendants must beg the Court to reaffirm the moral commitment of the complainants.