

Reports and Notes of Cases.

Dominion of Canada.

SUPREME COURT.

Que.]

LAREAU v. POIRIER.

[June 24.]

Sale of land—Contract—Deferred payment—Omission of date for payment—Completion of contract—Acceptance by purchaser—New term—Instruments of title—Delivery—Acts, 1025, 1235, 1491-1494, 1533, 1534 C.C.

A contract for the sale of land in the Province of Quebec, by which the date of the deferred payment of an instalment of the price is not fixed, is, nevertheless, according to the law of that province, a completed contract of which specific performance may be enforced. (DUFF and BRODEUR, JJ., dissented.)

In his letter accepting the offer of sale, the purchaser requested the vendor to send the documents of title, and certified abstract of the registrar of deeds affecting the property, to his notary.

Held, per FITZPATRICK, C.J., and ANGLIN, J., that, by this request, it was not intended to stipulate a new term to the contract.

Per BRODEUR, J.:—Although the vendor is obliged to furnish the purchaser with the documents of title, including the Registrar's certified abstract, yet as, in the present case, it appeared that the vendor made it a condition that the titles and certificate were not to be delivered into the possession of the purchaser, the request in the letter of acceptance was a stipulation of a new term which left the contract incomplete. La Banque Ville Marie v. Kent, Q.R. 22 S.C. 162, and Sawé v. Picard, 20 Rev. de Jur. 142, referred to. Judgment appealed from (Q.R. 23 K.B. 495) affirmed. Appeal dismissed with costs.

St. Germain, K.C., and C. A. Archambault, for appellant.

St. Jacques, for respondent.

Province of Ontario

SUPREME COURT.

Meredith, C.J.C.P.]

RE CIMONIAN.

[23 D.L.R. 363]

Aliens—Naturalization—Alien Enemies.

An alien enemy is not within the provisions of the Naturalization Act, R.S.C. 1906, ch. 77, and application for naturaliza-