

"The vendor binding himself to furnish all title deeds of the said property and a certificate of search."

As may be seen these two sentences could, without inconvenience, form only one, but their meaning is very clear and exclude any uncertainty.

They contain that what is well known in our law, the clause of *franc et quitte* by which one declares a thing or a person free and clear of all debts. (1)

As far as it applies to the present case, the clauses or clause cited impose upon plaintiff the precedent obligation to deliver the property free and clear of all encumbrances with perfect titles, and to furnish the evidence by the production of the title deeds and certificate of searches. *Law v. Fröthingham & al.* (2)

And the defendants were under no obligation to hand over any part of their money to the plaintiff before, the plaintiff had previously fulfilled this obligation. They, however, notified the plaintiff that their money was ready to make the payment due on the 1st of January 1914; they have proved that the money was in the hands of the notary designated by them to pass the deed of sale, and the record shows that if the plaintiff had complied with his obligation he would have received the money and the deed would have been passed.

The plaintiff was even given an additional delay by way of postponement of the case in order to comply with this obligation on this part, and even after the case was taken on *délibéré*, he never filed before the Court the deeds and certificate of search called for by the promise of sale.

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(1) Rolland de Villargue Vo. Franc et Quitte, no 1.

(2) [1 D. C. A. 252 and 254.]