

When the seller of a vacant lot agrees "to remove all the trees from both of the avenues", that is, the avenues on which the lot was fronting, he is not only obliged to cut the trees, but he must also remove the stumps thereof.

The judgment of the Superior Court is affirmed. It was delivered by Mr. Justice Weir, of June 8, 1916.

On April 8, 1914, the plaintiff bought from defendant a lot situated at Chambly. Among other conditions, was the following: "To remove all trees from both of the avenues on or before September 30th., 1914." The plaintiff alleges that the defendant has not complied with these conditions, and although he has cut the trees, he has left the stumps thereof, and a second growth has been growing on said stumps. The plaintiff after having duly protested, brought an action in which he demand the nullity of the sale; and the reimbursement of all monies paid on account of the sale, to wit, the sum of \$667.35.

The defendant's plea is that he has already complied substantially with the terms of the contract, before the date of plaintiff's protest. He denies that plaintiff has suffered any damage whatever; and alleges that he has no interest in fact or right in law to make the present demand.

The Superior Court maintained the action as follows:

"Considering that by the contract between the parties, the defendant agreed to remove all the trees from both the avenues of the location in question herein on or before September 30, 1914, and to give the plaintiff rights in common with others over and upon all streets and ave-