

mortgages to be at my (purchaser's) expense." The general rule, in the absence of other provision, is that the purchaser prepares the conveyance at his own expense: *Stevenson v. Davis*, 23 S. C. R. 633. The reason of this is discussed in *Stephens v. De Medici*, 4 Q. B. 427, and Lord Denman, C.J., intimates that the rule seems to be a consequence from the fact that the purchaser is to pay for the conveyance. The language used by Parke, J., in *Prince v. Williams*, 1 M. & W. 13, is now in point, where the instrument (lease) was "to be prepared at the sole expense of the landlord." The learned Judge said: "As the lease was to be prepared at the sole expense of the defendant (lessor), he was to prepare it, and not the lessee. It may be, indeed, that one may be bound by the express terms of a contract to prepare a lease or a conveyance, and yet that it shall be paid for by another, for such stipulations are not inconsistent; but when all that is stipulated for is that it shall be prepared at the expense of the lessor, and there is no context to explain it, it must be intended that the lessor is to prepare it also."

Here the solicitors on both sides understood (and I think rightly) that the vendor was to prepare the deed and the purchaser the mortgage: *Clark v. McKay*, 32 U. C. R. 589. By the time limits of the contract, the acceptance was on 25th September, 1906—10 days were allowed to investigate title, which would bring it to 5th October, and the sale was to be completed on 10th October. Accordingly, on 4th October the plaintiff's (purchaser's) solicitor writes defendant's (vendor's) solicitor a letter asking that a draft deed be submitted, and that as soon as that was done he would submit draft mortgage. No answer being sent by the defendant's solicitor, the plaintiff's solicitor again writes on 8th October enclosing draft mortgage for approval, and repeats the request for draft deed, and hopes to be ready to close on 10th if the deed is executed in time. Still no answer being given, the defendant's solicitor writes a third time on 10th October, enclosing deed to be executed by the vendor, and intimating preparedness to pay the required purchase money at once upon its execution. Up to the time fixed for completion the solicitor for the plaintiff has been thus active and desirous to complete in due course.

But this defendant has done nothing to accelerate the things needful to be done in order to the due completion; con-