

only to give the company delay to pay the interest till, by their operations, they were able to pay seven *per centum*. When the parties intended only to extend the delay of payment they used expressions which plainly indicate that intention. The judgment will, therefore, be reformed with costs of both Courts.

DORION, C. J. :—

By this action, the appellant seeks to recover from the Company (respondent) \$2,281.37, of which \$1,290.68 is for a balance of a larger sum which, by deed executed before Hunter, Notary Public, on the 28th June 1877, the Company acknowledged to owe to Mary Ann Campbell, widow Elisha Lane, and which balance she has transferred to the appellant by deed of the 15th of June, 1880, and the remainder for interest at 7 p.c. on said balance from the 1st of July, 1877, to the 15th December, 1888, date of the action.

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