for it, he would undoubtedly have suffered a loss of $4,000, but if he had obtained an offer of $19,000 for it, he would have no action for damages against defendant.

"I am of opinion that the plaintiff has not proved any valid or legal ground of damage in this case except to the extent of $20.00 costs of protest. As to the difference between the contract offered by the plaintiff to the defendant, although the matter is of small moment, and although as a matter of fact courts will assume that offers of purchase or sale of real estate are to be supplement by customary clauses, yet such a clause as binding the purchaser to maintain leases can scarcely be regarded as customary. The courts must deal with the contracts of individuals exactly as they are made. It has no authority to extend them or to dismish them. That principle has been acted upon invariably, as for example: in the case of a purchase of goods, where the contract provides that they are to be shipped by a certain vessel, which is to leave on a certain day. The purchaser of the goods cannot be obliged to take them if they are shipped by any other vessel or if they are shipped too late, and that because the contrat making the law of the parties must be interpreted according to its exact terms. Thus, it has been held, over and over again, that in a case where a penalty has been stipulated for the non-performance of the contract within a certain delay, no penalty can be charged if the party in whose favor the stipulation is made himself been responsible for event a part of the delay. The stipulation becomes wholly inapplicable.

"I am of opinion that the plaintiff has made out no ground of action, and its action is dismissed with costs.

Cinq-Mars & Cinq-Mars, avocats de la demanderesse.

Desaulniers & Vallée, avocats du défendeur.