

dant's agent, the Ross Realty Company, and defendant cancelled their authority to receive further payments without notifying plaintiff as to where payments should be made. The last payment made before the date of the action and received by the Ross Realty Company was made on the 8th of April, 1913, which payment brought the sums paid up to more than 50 p. c., of the amount of the purchase price. The stipulation in the deed that the property should not pass until at least 50 p. c., were paid had then been accomplished. Plaintiff was in possession and she would come under the terms of art. 1478 of the C. C., which provides that promise of sale with delivery and actual possession is equivalent to sale—so that by the contract of the parties, the plaintiff became the owner of the property upon payment of the one-half of the purchase price.

In this instance, the defendant is seeking, notwithstanding a course of procedure adopted by the defendant towards plaintiff through the defendant's agents, by which payments were accepted in varying amounts from time to time not entirely in accordance with the terms of the contract, to deprive the plaintiff of a sum largely exceeding the one-half of the price of the property and, in addition, the cost of the building which she has put thereon, without any ground or reason except what he states is his bond for his pound of flesh. The Courts will, under such circumstances, by every legitimate method of interpretation, so deal with the contracts of the parties as to prevent injustice and promote the manifest rights of the parties to the case. In this instance, as I said, before, the plaintiff had become proprietor of the property and the stipulated conditions set up by the defendant could, at the best, only apply until that condition of things arrived. Besides