

. . . The addition of the word "president" would not derogate from Mr. Pattison's personal liability if the signature had been simply "A. J. Pattison, President;" but I cannot agree that the signature in question is Mr. Pattison's signature. I think it was intended to be the signature of the railway company, by Pattison, its president.

Nevertheless, I think that, by the terms of the agreement, Mr. Pattison was intended to be personally bound; and the absence of his signature is not fatal. The writing was intended to embody in a permanent record the terms of an agreement already made. It does not itself constitute the agreement; and, as I understand the transaction, the agreement was one which it was quite competent for the parties to make without any written instrument.

Yet I think it important to investigate the terms of the written agreement, because, no doubt, all concerned regarded it as embodying the agreement which had already been made. Looking, then, at the agreement for the purpose of ascertaining Mr. Pattison's liability, and for this purpose disregarding all other evidence, I think I find conclusive proof of his personal liability: "Mr. A. J. Pattison, President of the Grand Valley Railway Company, hereby undertakes and agrees, on his own behalf and on behalf of the Grand Valley Railway Company, that he will make or cause to be made through traffic arrangement with the C.P.R., making direct connection with the C.P.R. at Galt, in terms of the Railway Act of Canada, in such a way that current competitive freight rates will apply continuously from St. George," etc.

The addition to Mr. Pattison's name of his description, "President of the Grand Valley Railway Company," does not, as already said, detract from his individual liability.

Then the agreement proceeds: "It is further agreed that the extension of the Grand Valley Railway to St. George . . . "will be proceeded with at once." And this is followed by a proviso: "Provided always that the terms, conditions, and covenants of this agreement shall be binding upon the heirs, executors, and assigns of the said Pattison and the said Grand Valley Railway Company."

I am inclined to think that the draftsman of this agreement at first intended it to be an agreement entirely between Pattison and the plaintiffs, and that it was an afterthought which induced him to add "and the said Grand Valley Railway Company." If this is so, then the words "It is further agreed" must be translated, "It is agreed between Pattison and the subscribers for bonds."