

reement was a complete one as against the plaintiff from the time he signed it. In it provision is made for what may be done in case—to use the plaintiff's own words—"the syndicate failed to fill;" and by that provision the plaintiff is bound. To permit him to shew by parol that it was agreed that something else was to be done would be to introduce into the writing a term inconsistent with and contrary to it. And it is not possible to give effect to the plaintiff's claim without depriving the defendants of the right which the agreement gives them, and them only, of saying whether they will adhere to the sale which they agreed to make to the plaintiff, upon the terms set forth in the agreement, or whether they will withdraw from it.

The result is, that the appeal should be allowed and the plaintiff's action dismissed, with costs throughout.

MEREDITH, J.A., was of the same opinion, for reasons stated in writing.

GARROW, MACLAREN, and MAGEE, JJ.A., also concurred.

JULY 19TH, 1911.

SHAW v. ST. THOMAS BOARD OF EDUCATION.

Negligence—Unguarded Hole in Floor of Furnace-room in School Building—Injury to Person Having Business in Building—Contributory Negligence.

Appeal by the defendants from the judgment of FALCONBRIDGE, C.J.K.B., ante 510.

The appeal was heard by MOSS, C.J.O., GARROW, MACLAREN, MEREDITH, and MAGEE, JJ.A.

W. K. Cameron, for the defendants.

C. St. Clair Leitch, for the plaintiff.

The judgment of the Court was delivered by MACLAREN, J.A.:—The plaintiff was Sanitary Inspector for the city of St. Thomas under R.S.O. 1897 ch. 248, and was awarded \$1,200 by the Chief Justice of the King's Bench, in an action tried without a jury, as damages for injuries sustained by him from a fall in the furnace-room of one of the city public schools.

On account of an epidemic of diphtheria among the children