minutes of board of directors of company of meetings when plaintiff was present, 6th December, 1909, and 20th January, 1910. Then apart from the disputed agreement, matters continued until 14th November, 1910, when the defendant sold out to the plaintiff, Smith and Gladman. The defendant then owned 180 shares fully paid preferred stock, and 249 shares fully paid common stock in the Wm. Hamilton Company which he sold to the three named for $14,400, payable as follows: $2,400 1st February, 1911; $2,400 1st April, 1911; $2,400 1st June, 1911; $2,400 1st July, 1911; $2,400 1st August, 1911, and $2,400 1st September, 1911.

The special provisions in this last-mentioned agreement do not seem to me to be material in the present case.

It is material that in this negotiation, completion and fulfilment of this last agreement the plaintiff did not assert and insist upon the payment of the $4,300 to which he now claims to be entitled. It was not until toward the latter part of 1911, that the plaintiff put forward his claim. It was placed in solicitors hands in December, 1911, and the writ issued herein on the 4th January, 1912.. There is corroboration of plaintiff by the evidence of Gladman that plaintiff and defendant had differences in January, 1910, that they were in a room at the Oriental together for the purpose of settling some matter in difference—and that one said to Gladman, in the presence of the other that an agreement had been come to. That may have referred to the agreement of 15th November, but Gladman thinks not. It is most unfortunate that Gladman who was friendly with plaintiff and defendant did not hear what and all that took place —Gladman was interested in plaintiff's remaining on as superintendent—and in his being friendly with defendant—but not as to the terms of any agreement. Then there is corroboration of defendant's version. The plaintiff knew the value of writings, and of carefully prepared written agreements. The plaintiff was one of the directors and present at the meetings when defendant's offers first to purchase 400 shares, and afterwards to purchase 60 shares were turned down. The reasons for not then selling more stock may have been good, but underlying these reasons was the fact that the other directors did not want the defendant to get more stock. In the face of this it is a little singular that the plaintiff did not ask defendant for a letter or to sign a memorandum of agreement, or that Gladman who was friendly to plaintiff was not asked to be a witness. The plaintiff