

I think the writing itself—considered apart from the testimony at the trial—is evidence that Pattison contracted “on his own behalf and on behalf of the Grand Valley R.W. Co. to proceed at once with the extension of his railway to St. George.” Otherwise the proviso is meaningless that the terms, etc., of the agreement are to be “binding upon the heirs, executors and assigns of the said Pattison.”

I do not regard as tenable the contention of Mr. Pattison that as he did not sign the document in his personal capacity its provisions are not binding upon him. When he subscribed his name to it as part of the signature of his company he attested the truth of what the document states when it declares that it is made on his behalf and is binding in all its terms upon his legal representatives.

When a person signs a writing in a particular capacity—as an officer of the defendant company, in this case—he cannot in my opinion be allowed to disclaim an obligation stated in that writing to have been assumed by him, on the ground that he did not sign his name a second time, in his personal and individual capacity. This is clear when Lord Bramwell’s words in the case cited are recalled.

There the point for decision arose upon demurrer to the defendant’s plea in answer to a declaration upon a charter-party drawn in a form which bound the defendants at law. Their signature was “For A. Davidson & Co., Messina, T. W. & J. C. Harropp & Co., agents.” They pleaded that when the contract was signed it was agreed that the defendants were to sign only as agents to bind Davidson & Co., and were not to make themselves liable as principals for the performance of the charter—and that the plaintiff was inequitably taking advantage of the mistake in drawing the contract. The plea was held good in equity; and, according to Lord Bramwell, it seemed good also in law.

In the present case Pattison intended to bind himself, as the writing states; and upon the faith of his agreement that he was so bound the plaintiffs paid their money. I do not think there is any avenue of escape open to Pattison. The damages, however, as found by the trial Judge, after the parties by their counsel concurred in requesting that he should make the assessment, must be limited as stated in the judgment of my Lord the Chancellor—in the result of which I agree.