

a foreigner). He asked to have this put in the signed agreement, but the plaintiff's excuse was that he could not put it in the contract, as the contract was a printed one and he could not change it, and that the defendant need not be afraid to sign as long as he promised to take back the piano and repay the money if the defendant found it was overcharged. The defendant wished to let the matter be open till the following Monday, when he could bring a man who was competent to look over the instrument and see if it was of the price-value, but the plaintiff said that if it was not closed that day it would be \$650. In these circumstances, the defendant signed, saying that he did so on the faith of the "wordable understanding." The defendant and his wife knew nothing about pianos or their value, and trusted entirely to the plaintiff, who knew all about the cost and the worth of what he was dealing in.

In a day or two after the defendant discovered, and at the trial proved, that the worth of the piano was about \$400, and that such a price would give a good profit to the dealer. The plaintiff refused to give any insight as to what the real value and cost of the instrument was, and relied mainly on legal objections and a contradiction that there was any such understanding as alleged. The defendant offered to return the piano and forfeit the \$10, the down payment, and to pay \$20 more for the plaintiff's trouble, and so end the dispute—but this was refused, and the action brought upon the written contract to pay \$565. The piano has been sent back to the plaintiff.

The legal objection is that it is not competent to give oral testimony dehors the terms of the writing, because it is there printed, at the bottom: "This contract contains the whole agreement between myself and William Long" (the plaintiff). This form of expression is referable to the fact that the printed form is intended for the use of local agents, and provides that such persons are "not to make any promises, verbal or otherwise, outside of the agreement, or in any way to alter the same." The present contract was made with Mr. Long, the principal, who, of course, could modify the printed form. The evidence now given goes to shew that the writing does not contain the whole agreement. There was a condition or promise entered into upon the faith of which the contract was signed, which is not expressed therein. This assertion as to the whole being in writing cannot be used as an instrument of fraud; the plaintiff cannot ignore the means by which he obtained the contract sued upon, falsify his own undertaking, and by the help of the Court fasten an unqualified engagement on the defendant. The whole purchase