

in that no deliveries were made under the order until July 5th after the interview between Beaulieu and Galbraith.

The trial judge attached much importance to the memorandum written at the bottom of the account, stating "425 cases tomatoes to be delivered". Prat says: "I put that down at Mr. Beaulieu's instigation in the sense that he requested me to put that down" and Beaulieu admits that he requested Pratt, the book-keeper, to put this memorandum on the account, and this unauthorized act of Pratt, done at the solicitation of Beaulieu, could not alter or affect the rights of the parties under the agreement of the 3rd or 4th of July, 1916.

It was strenuously pressed for our consideration, by counsel for appellants, that parol evidence of the verbal agreement of the 3rd or 4th of July was illegal and inadmissible. I am of opinion that this objection fails for two reasons: first, proof may be made by testimony of all facts concerning commercial matters and, secondly, there was no objection made to the admissibility of such parol evidence. The only objection made in Galbraith's deposition is as to the witness' statement to Wylie, and no objection was entered to the evidence of Jones. (1)

I would confirm the judgment of the Court of Review and dismiss the present appeal with costs.

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(1) *Schwercenski v. Vineberg*, [1891] 19 Supreme Court Reports, 243;—*Gervais v. McCarthy*, [1904] 35 Supreme Court Reports, p. 14.