

ment to direct the delivery up of the \$9,000 bonds held by the two companies as originally subscribed by them.

HON. MR. JUSTICE KELLY agreed in the result.

HON. MR. JUSTICE LATCHFORD:—The writing subscribed "The Grand Valley Railway Company, A. J. Pattison, President," did not cover all that was agreed upon between Mr. Pattison and certain of the plaintiffs before the document was signed. The trial Judge so finds, and there is evidence to warrant his finding. It was open to the plaintiffs with whom the agreement was made, to shew—and they did shew—that the written instrument was not a complete record of what had in fact been agreed.

"It should be borne in mind that a written contract, not under seal, is not the contract itself, but only evidence—the record of the contract." Bramwell, B., in *Wake v. Harrop* (1861), 6 H. & N. at 774; affirmed, 1 H. & C. 202.

Here the record, though incomplete, is—as the trial Judge determined—conclusive that Pattison is personally bound. Pattison seeks to take advantage of the fact that he did not sign the writing otherwise than as president of the Grand Valley Rv. Co. The company, acting through him and only through him, subscribes to a document declaring that he has undertaken and agreed "on his own behalf" to make certain traffic arrangements; that is, as several of the plaintiffs desired, he personally would make such arrangements. The evidence outside the document—apart from Pattison's—which is not credited—is overwhelming that what such plaintiffs insisted on was the undertaking of Pattison himself, not only as to the rates to be charged by another railway but as to the all-important prerequisite—the construction of the link connecting the town of St. George with that railway.

The manufacturers of the town desired to have competition with the existing line for their inward and outward freight, because of the cheaper rates and consequently greater profits that such competition would insure. When Mr. Wood prepared the written agreement he manifested an intention to bind Pattison to all that Pattison had promised in return for the ten thousand dollars. Manifestly the construction of the line had been promised; otherwise, traffic arrangements for direct connection with the Canadian Pacific Railway at Galt would be absolutely futile.