

The defendant admitted meeting plaintiff at the Oriental Hotel—but fixed the time of that meeting as prior to 15th November, 1909, and the subject of conversation was, in attempting to come to an agreement, which afterwards was arrived at, reduced to writing and signed by parties including plaintiff and defendant.

The action was tried at Peterboro, without a jury.

F. D. Kerr and A. D. Meldrum, for the plaintiff.

R. R. Hall, K.C., and S. T. Medd, for the defendant.

HON. MR. JUSTICE BRITTON:—Both of these parties are respected persons of good repute in Peterboro. The reputation of neither one, for truth and veracity was questioned by witnesses in Court—I cannot think that the difference is a mere matter of recollection of one or the other. Either the bargain was made and the defendant knows it was made—or it was not made and the plaintiff for the sake of getting a part of defendant's profit in dealing with the stock of this company, has fabricated the story told by him. The plaintiff was pressed by opposing counsel as to the exact words used by defendant in making the agreement, and I asked plaintiff to give, if he could, defendant's words. The plaintiff's reply was, 'the words used were, that when he was relieved of the responsibility of selling this \$38,000, that then he would pay me this \$4,300—.'

“Q. He said, when I am relieved of selling? A. When I get it all sold.

Q. Do you change it? A. When he had the stock all sold he would not have any drains on him then.

Q. Now start again—He said what? A. He said when 238 shares were sold, and he was relieved of paying commissions, then he would settle with me and give me this \$4,300.”

The undisputed facts, are that the plaintiff for 30 years or more had been in the employ of the Wm. Hamilton Manufacturing Company, Limited, and upon that company going into liquidation, a new company was formed called The Wm. Hamilton Company, Limited, and the plaintiff accepted the position of superintendent in the new company on a yearly hiring and yearly salary. This was generally known by the public in Peterboro—and the plaintiff had to a considerable extent the confidence of that public. In October, 1909, the