

tiff's evidence as to the alleged contract. There is quite sufficient in support of the evidence of the plaintiff to induce me to believe that the plaintiff's story is probably true, to believe that it is true; and in fact there is evidence which could hardly be forthcoming except upon the hypothesis of the truthfulness of the plaintiff's story. See *Wilson v. Howe*, 5 O.L.R. 323; *Radford v. Macdonald*, 18 A.R. 167; *Green v. McLeod*, 23 A.R. 676; *Parker v. Parker*, 32 C.P. 113.

But to justify a recovery in this action I must believe that the plaintiff's story of the making of a contract is true, as well as find that there is evidence corroborating it. Naturally enough, it is argued that the plaintiff's inaction for so many years after the time he thought he was entitled to delivery of the stock at least suggests a doubt as to the bona fides of his claim.

I have come to the conclusion, however, that the delay does not shew the non-existence of the alleged contract, and that the plaintiff's acquiescence or submission was induced by the intimate business and social relations then and for many years existing between the two families—the Currys and the McGreggors—and by the close business and personal relations between the deceased and the plaintiff, as well as the consideration of the younger for the older and the deference with which I would expect the plaintiff would probably treat his father's trusted partner and intimate friend. And why not? The money of McGreggor the elder, and of the deceased, had furnished the plaintiff with profitable employment in the past, and was still substantially the basis of his enterprises. I accept the evidence of the plaintiff as being in all essential particulars accurate and trustworthy.

It is argued that the contract was not definite, in that it might mean either shares at par or above or below par. I think it was quite definite, and was for ten shares of the nominal value of \$1,000; or, to put it the other way, it was for \$1,000 worth of the \$2,500 worth of stock the deceased would receive in the transaction—a part of what the deceased would get. This necessarily meant at par, and, being \$1,000 worth necessarily meant ten shares. And these shares are ear-marked; they were allotted as number 54.

Is the claim barred by the Statute of Limitations? I do not think the statute has any application; but, if it has, the plaintiff is not barred. Where a contract is open to more than one construction, and the parties are silent as to one of the terms of