

of financial responsibility and they regarded the railway as of little worth as a security.

This was drawn providing for the purchase of the bonds on the terms of Mr. A. J. Pattison, president of the Grand Valley R^w. Co., agreeing on his own behalf to make or cause to be made the through traffic arrangement which involved the extension of the road at once and at the end of the terms of the agreement were to be binding upon the heirs, executors and assigns of Pattison. He signed that as in the former paper

“The Grand Valley R^w. Co.

“Prest.”

And upon the “President” signing his own name at length A. J. Pattison, I think that in this gave the other parties to understand that he was signing not only as president but as an individual. A dual character was attached to the signature from which he should not be allowed to recede because he now says he did not intend to bind himself and that if he had been going so to bind himself he would not have signed without more time for consideration. He had time for consideration; it was known from the contract that his own personal liability was a *sine qua non* and I agree with the trial Judge as to his estimate of the evidence. No satisfactory explanation is given by Mr. Pattison of the words “on his part,” and the clause as to heirs and executors and there is no explanation except that referable to his becoming personally liable. This defendant asks for a reformation of the contract if in its construction he is found to be so personally implicated. If reformation were needed it should rather the other way by declaring that the true bargain was that he should be bound and so declaring if the writing is to be read as halting in this respect. But I think sufficient appears as it stands to uphold the plaintiff’s claim. Having taken the benefit of what was done though it may be for the primary benefit of his company, he cannot avoid giving effect to all the terms though as a formal thing he has not affixed an individual and independent signature to the writing in addition to the words and names he has used in authentication and verification of it.

With the reduction of amount the judgment should be affirmed with costs. It may be a proper term of the judg-