

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 Curries 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 a thousand dollars; 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 a thousand dollars worth necessarily meant ten shares. And these shares are earmarked; 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 the contract, a plaintiff seeking to enforce it must be content to accept the most unfavourable construction if that is the way in which the defendant understood it at the time. Here, when the plaintiff asked for the stock, the deceased did not dispute his right to it, but merely disputed his right to get it then. He said "I was not to give it until the property sold was paid for in full." The plaintiff grumbled, but acquiesced. No time had been mentioned, and both parties recognized what the deceased contended for as the meaning of the contract. This seems reasonable enough, as the deceased was transferring the shares in consideration that he would be profited by what the plaintiff