

upon oral testimony, then his position is put by some of the authorities as "well nigh desperate." The English cases are referred to and discussed in 2 Taylor on Evidence, 10th ed., secs. 1139, 1140, and by Strong, J., in *Campbell v. Edwards*, 24 Gr. 171, where the governing rules and principles are laid down.

In the present case there is no other writing throwing light upon the contract; we are limited to the agreement itself, to the oral testimony, and the presumptions and inferences to be drawn from these, from the nature and character of the contract, and the conduct of the parties.

The plaintiff relies upon the second clause of the agreement, which, if it stood alone, would be conclusive in his favour. But the whole contract should be looked at and considered, and also its scope and design. The adoption of the interpretation of the plaintiff would lead to some strange results. The gratuity of the 50 shares (worth \$5,000) is expressed to be an inducement to and reward for faithful and loyal service. He had been in the service of the company for only a single year, and the reward for such service is placed only as the second or minor ground for the gift; yet the result would be, if his interpretation be correct, that if he had, a month after the agreement, voluntarily left the company's service, or had been dismissed for good cause, he would, notwithstanding, be entitled to receive the 5 shares at the end of each of the 10 following years. This would wholly exclude the consideration and motive of an inducement to faithful service, which is put forward in the instrument as the chief ground for the gift. Can it be imagined that such a contract was contemplated by either of the parties? Who ever heard of such a contract between an employer and employee?

Again, the fourth clause of the agreement is, to my mind, wholly inconsistent with the interpretation put upon it by the plaintiff. The evident intention was that, in the event of his death or of his leaving the employment of the company, he should no longer have any interest in any of the 50 shares, on the company's nominating a purchaser who would pay par for them. His solicitors adopt this view in their letter of the 9th March, 1910; but a reference to clause 4 will shew that the only shares for which the company was to provide a purchaser were those that were standing in his name and which he was to assign and transfer to such nominee. The only shares to which this clause is applicable would be those that had been from year to year transferred to him by James R. Moodie at the rate of 5 shares per year. No provision is made in any part of the agree-