

to supply ties to the Crown for such purpose. The Crown expressed its willingness to purchase his ties provided they answered the requirements of the specifications mentioned in the advertisement for tenders. D., an inspector appointed by the Government, in excess of his authority and contrary to his instructions, undertook on behalf of the Crown to accept ties not up to the said specifications. On this becoming known to the Crown, D.'s inspection was stopped, and other persons were appointed to re-inspect the ties, who rejected a portion of those which D. had undertaken to accept. The suppliant claimed the price of the ties so rejected.

Held, confirming the report of the Registrar, as-referee, that the Crown was not liable for the price of the ties which its inspector, wrongfully and in excess of his authority, had undertaken to accept.

F. St. Laurent, for suppliant. *Chrysler, K.C.*, for the Crown.

Cassels, J.]

[Oct. 6.

IN RE JAMES M. JOHNSTON v. THE KING AND FREDERIC COUSE v.
THE KING.

*Commissioners National Transcontinental Railway—Contract—
Services connected with construction of eastern division—
Disputed claim—Petition of right—Liability of Com-
missioners.*

A petition of right will not lie in the case of a disputed claim founded upon a contract entered into with the Commissioners of the National Transcontinental Railway for services connected with the construction of the Eastern Division of such railway. Under the provisions of 3 Edw. VII. c. 71, the Commissioners are a body corporate, having capacity to sue and be sued on their contracts. Action, therefore, upon such a claim should be brought against the Commissioners and not against the Crown.

Travers Lewis, K.C., for suppliants. *C. J. R. Bethune*, for the Crown.