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president of the company, the plaintiff was general manager, and Hinds was secretary and treasurer, though their Lordships do not think that the description of these offices affords an accurate description of the duties assumed and discharged by the various parties. The company appears to have carried out the work of laying the Toronto-Sudbury Line to the entire satisfaction of the C. P. R., and they continued to tender, and were fortunate in obtaining a considerable number of other contracts of great value from the Canadian Pacific Railway. Apart, however, from this work, they undertook no other contracts. As has been already stated, during part of the time of the operations of the company, the plaintiff and the three defendants were associated together in various other enterprises of a similar nature in Montana and in the west, but no contracts were taken in the east excepting by the Toronto Construction Co.

In 1907 disagreement appears to have arisen between the parties, and the different firms, which had been constructed between them, and were all partnerships at will, were dissolved, and the parties refused to enter into any further voluntary arrangements between themselves.

Subsequently, in 1909 the C. P. R. Co. invited tenders for an important contract, known as Seaboard Number 2, a contract which involved the continuation of a line which had been already laid by the Toronto Construction Co. This contract was tendered for by the company, in competition with others, in the usual way. Their tender did not appear to be the lowest. In consideration, however, of the company having previously constructed the line known as Seaboard Number 1, the company was given the contract at the lowest price. The date of that contract was May 14, 1910. Seaboard Number 3 was again taken up on behalf of the Toronto Construction Co. and apparently the negotiations for it were entirely conducted by Mr. Hinds, or at any rate by Mr. Hinds and Mr. Deeks; while finally a contract known as the Guelph Junction and Hamilton Branch was also taken on April 29, 1911, Mr. Leonard acting for the Canadian Pacific Railway, and either G. S. or G. M. Deeks acting on behalf of the company. As this contract was nearing completion, the defendant Hinds gave the manager of the Toronto Construction Co.—H. F. McLean—instructions to get the work through as quickly as possible, as other work was coming up. The statement upon this

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P. C.

COOK

v.

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Lord Chancellor