

signed by them, and that what appear to be their signatures thereto are forgeries. Action dismissed with costs. T. D'A. McGee, for the plaintiffs. F. A. Magee, for the defendant.

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WOOD V. GRAND VALLEY R.W. CO.—DIVISIONAL COURT—  
DEC. 30.

*Contract—Undertaking to Extend Railway to Village—Payment of Money to Railway Company by Property-owners in Village—Receipt of Company's Bonds—Breach of Undertaking—Liability of Company—Personal Liability of President—Damages—Principle of Assessment—Return of Bonds.*]—Appeal by defendants, Pattison and the Railway Company, from the judgment of Middleton, J., of June 7, 1912, 3 O.W.N. 1356. This was an action claiming damages from the railway company for breach of contract made with the railway company through their president, A. J. Pattison, whereby plaintiffs allege they were induced to purchase bonds of the railway company to the amount of \$10,000 on condition that defendants should cause to be made certain traffic arrangements with the C.P.R. Co., whereby the current competitive freight rates will apply continuously from St. George on the same basis as from Galt, etc. At trial judgment was awarded plaintiffs for \$10,000 damages and costs. The appeal was heard by BOYD, C., LATCHFORD and KELLY, JJ., written judgments being delivered by BOYD, C., and LATCHFORD, J., while KELLY, J., agreed in the result with BOYD, C. The effect of the judgment is to reduce the damages to both the company plaintiffs to the sum of \$3980, giving to the other plaintiffs the \$10 paid into Court as nominal damages. With this reduction of amount the judgment is affirmed with costs. It may be a proper term of the judgment to direct the delivery up of the \$9000 bonds held by the two companies as originally subscribed by them. C. J. Holman, K.C., and T. H. Peine, for the defendant Pattison. S. C. Smoke, K.C., for the defendant railway company. G. F. Shepley, K.C., and J. Hartley, K.C., for the plaintiff.