amount of the deduction to be made from his share by the terms of the earlier will, and that the paragraph referring to it had been copied into the new will, helps to confirm the view which I have expressed, but which I have arrived at altogether apart from that circumstance.

The answer to the first question submitted being that the executor ought to be guided by and to act on paragraph 7 and not paragraph 20, no further answer is necessary to the second question.

The costs of all parties will be out of the estate; those of the executors to be as between solicitor and client.

MIDDLETON, J. JUNE 7TH, 1912.

*WOOD v. GRAND VALLEY R.W. CO.

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.

Action by a number of manufacturers and merchants, carrying on business at the village of St. George, against the railway company and A. J. Pattison, formerly president of the railway company, to recover damages from the defendants for breach of contract to construct an addition to their line of railway so as to connect the village of St. George with the Canadian Pacific Railway at Galt; for repayment of $10,000 paid by the plaintiffs for bonds of the railway company; and for other relief.

G. F. Shepley, K.C., and A. M. Harley, for the plaintiffs.

S. C. Smoke, K.C., for the defendant company.

C. J. Holman, K.C., for the defendant Pattison.

MIDDLETON, J.:— . . . Upon the faith of the defendant Pattison's personal guarantee, the plaintiffs agreed to purchase bonds of the road to the extent of $10,000. These bonds were not regarded as being of any great value, and were not sought as an investment. What the plaintiffs desired, and what Mr.

*To be reported in the Ontario Law Reports.