

tion with the Bell Telephone Company. Paquet had been president prior to 1911, when, at the annual meeting, the plaintiff was elected in his stead. During the plaintiff's occupancy of the position, a considerable sum of money (\$179,000.) had been expended in Quebec, which could only be of service and profit to the company, if the latter obtained connection with the Bell Telephone Company and an entry into Quebec, or if it succeeded in selling or disposing of its works in that city.

A note, signed by nine of the shareholders, endorsed by the company, and further secured by a deposit of \$150,000 of the company's bonds had been discounted at the Bank of Nova Scotia for the Company's account. Most of the signers, including plaintiff and Paquet, had paid their proportions of liability upon this note. A very small amount still remained due (\$18,000.)

In about 1910 or 1911, Paquet bought, through the plaintiff, who is a stock broker, some Duluth, South Shore & Atlantic Railway preferred stock at 32½ cents per share. Shortly afterwards the stock advanced and he was disposed to sell it, but, upon plaintiff's advice, he held it for a higher price. Instead of advancing further in price, it declined, and on the 8th of July was selling at 10 or 12 cents a share. Paquet severely blamed plaintiff for what he considered bad advice.

On the 8th of July, Paquet called on the plaintiff, whose office was in Quebec, for the purpose of paying the balance of his indebtedness for Stadacona Hydraulic bonds amounting to \$4,500, for which he gave plaintiff his cheque.

After a short conversation with plaintiff, he bought plaintiff's claim against "La Compagnie du Téléphone National," of \$15,000, being the proportion paid by plain-