

THE  
ONTARIO WEEKLY REPORTER.

(To and Including November 7th, 1903)

VOL. II.

TORONTO, NOVEMBER 12, 1903.

No. 38

STREET J.

NOVEMBER 2ND, 1903.

CHAMBERS.

GRAHAM v. BOURQUE.

*Chose in Action—Assignment of—Scope—Money to Become Payable “in Respect of the Contract”—Compensation for Breach of Provision Implied in Contract—Attachment of Debts.*

Joseph Bourque, one of the judgment debtors, made a contract with the corporation of the city of Ottawa for the construction of a drain in Ottawa; he then entered into arrangements with the Bank of Ottawa to borrow the money for carrying on the work. As part of the security for the advances to be made to him he assigned to the bank “all and every sum or sums of money now due or to become due and payable to me by the corporation of the city of Ottawa in respect of a certain contract existing between myself and the said corporation for the construction of section 3 of the main drain in the said city of Ottawa.” By the same instrument he appointed the bank his attorneys to recover the same and to give releases therefor. While Bourque was proceeding with his work under the contract he found himself hindered and put to additional expense by the fact that the corporation continued to send water down certain existing street drains of theirs, which water found its way into the works of Bourque under his contract owing to defects in the drains through which the water was sent down. The money required from and advanced by the bank to Bourque for the purpose of completing his contract work was largely increased because of the expense of getting rid of this water and the damage and inconvenience caused by it. Bourque brought an action against the corporation to recover the additional cost occasioned by this