

Burbidge, J. }
October 14, 1891. }

TANCREDE DUBÉ, Suppliant, and HER MAJESTY
THE QUEEN, Respondent.

Injury received on Government Railway—Negligence—Order for particulars—Practice.

Where in his petition the suppliant alleged in general terms that the injuries he received in an accident on a Government Railway in the Province of Quebec resulted from the negligence of the servants of the Crown in charge of the train, and from defects in the construction of the railway, an order was made for the delivery to the respondent of particulars of such negligence and defects.

SUPERIOR COURT—DISTRICT OF ST-
FRANCIS.

SHERBROOKE, Sept. 30, 1891.

Before BROOKS, J.

HON. J. G. ROBERTSON v. HON. GEO. IRVINE,
and QUEBEC CENTRAL RAILWAY CO., in-
tervenants, and PLAINTIFF, contesting
intervention.

*Quebec Central Railway Company—Contract—
Construction of.*

HELD:—*Where R. undertook, in consideration of receiving a certain number of bonds, or a certain sum in cash in lieu thereof, to pay certain liabilities of a railway company of which he was president, and procure for the company a discharge therefrom, and it appeared that he used the earnings of the company pending negotiations prior to the execution of the agreement, to pay part of such claims which were due at the date of the agreement, and for which under the agreement he was personally liable, that he was not entitled to the equivalent portion of the bonds or cash.*

BROOKS, J.:—

The plaintiff, by action of date 30th March, 1889, alleges that by Act 49-50 Vict. of the legislature of the Province of Quebec, cap. 82, assented to on the 21st June, 1886, the Charter of the Quebec Central Railway Company was amended, authorising the provisional directors of the company in the said Act named to issue prior lien Bonds, 3,000 in number, of £100 stg. each, payable in 20 years, to be a first charge on the property of said

company; that upon the coming into force of the said Act the powers of the said directors should cease, and the road be administered by a board of provisional directors consisting of Messrs. Robertson, Morkill, Hall, Norman, Shephard, Price, Bremner, Dent and Brandon, until a permanent board of directors should be elected as therein provided; that said Act should come into force by proclamation of the Lieutenant-Governor, to be issued on a declaration of the company that it was assented to by two-thirds of the shareholders, which if not given before June 1st, 1888, should render said Act inoperative; that on the 2nd April, 1887, by agreement between the provisional directors and the plaintiff it was agreed: That whereas there were certain debts amounting to about \$291,494 due or claimed from the company outside the bonded debt, and certain other liabilities mentioned in said agreement, the plaintiff in consideration of \$250,000 agreed to discharge said liabilities other than the bonded debt and liabilities mentioned in sections 3 and 4 of said agreement; that said provisional directors should as soon as possible after the coming into force of said Act execute and deliver 588 bonds to be held by defendant under the conditions mentioned, and then to be delivered to plaintiff according as he fulfilled conditions of said agreement; that on the 3rd Nov., 1887, the Act was proclaimed, and the provisional directors deposited with the defendant the 588 bonds; that in pursuance of the agreement he has paid the larger portion of the liabilities referred to in the agreement, has delivered the statutory declarations required, and has delivered a complete discharge from said debts, and received at different times bonds in the proportion which the discharges bore to liabilities mentioned in the schedule; that in the month of January, 1889, he delivered to defendant discharges for an amount which would entitle him to forty-three bonds, which defendant refuses to deliver; that on the 31st January, he protested defendant, who replied that he had received instructions from Price, one of the directors, and R. N. Hall, managing director, not to deliver the bonds; that plaintiff has completed all the provisions of the contract, and since January