

the benefit of the agreement, and to establish that the obligations of the agreement were to rest upon the appellant personally, as well as upon the railway company. It is not necessary to consider the question raised by Mr. Smith on behalf of the railway company as to the authority of the company to construct a line from Blue Lake to St. George; for, even if it had not that authority at the time when the agreement was made, the agreement which it entered into is wide enough to include an obligation to obtain it.

It was argued by Mr. Holman that the document which was drawn up when the agreement was concluded was not signed by the appellant except in his capacity as president of the railway company. I am not satisfied that this contention is well founded; but, even if it were, I agree with the view of the trial Judge and the Divisional Court that the appellant was bound by the parol agreement which he had entered into as to the extension of the railway to St. George and the other matters dealt with in the written document.

It was also contended by Mr. Holman that the provision of the document as to making through traffic arrangements with the Canadian Pacific Railway Company was qualified and controlled by the subsequent provision as to the appellant doing all things lawful to secure these arrangements, and that the latter was all that he bound himself to do. I am unable to agree with that contention; there is nothing in the later provision inconsistent with the obligation being, as the language used in the earlier provision imports, an absolute one.

There is more difficulty as to the damages. The contention of the respondents throughout has been that they are entitled to recover what they paid for the bonds of the railway company which were purchased on the faith of the agreement. The trial Judge decided, and rightly so we think, that the respondents were not entitled to that relief, because it could not be said that the consideration had failed; and he assessed the damages at \$10,000, being of opinion that the loss of the benefits which might reasonably be expected to have flowed from the performance of the agreement was at least that sum.

The Divisional Court took a different view of the matter, and came to the conclusion that only the two respondent companies had sustained damages beyond nominal damages, and that the sums paid by them for the bonds they purchased (\$1,940 each) afforded "some approximation of the amount of damage sustained, as representing the amount practically lost by relying