

# The Ontario Weekly Notes

Vol. V.

TORONTO, DECEMBER 26, 1913.

No. 14

## APPELLATE DIVISION.

DECEMBER 15TH, 1913.

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

*Contract—Subscription for Bonds of Railway Company—Undertaking to Construct Branch Line—Signature to Agreement—Liability of Company—Personal Liability of President—Money Paid on Faith of Undertaking—Non-performance—Damages—Difficulty of Assessment—Elements to be Considered—Reference—Costs.*

Appeal by the defendant Pattison and cross-appeal by the plaintiffs from the order of a Divisional Court, 27 O.L.R. 556, 4 O.W.N. 556, affirming with a variation the judgment of MIDDLETON, J., 26 O.L.R. 441, 3 O.W.N. 1356.

The appeal was heard by MEREDITH, C.J.O., MACLAREN, MAGEE, and HODGINS, JJ.A.

C. J. Holman, K.C., for the appellant.

G. H. Watson, K.C., and Grayson Smith, for the defendants the Grand Valley Railway Company.

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

The judgment of the Court was delivered by MEREDITH, C.J.O.:— . . . We see no reason for differing from the conclusions of the trial Judge and the Divisional Court as to the liability of the railway company and of the appellant for such damages as the respondents have sustained by reason of the breach of the agreement entered into between the railway company and Pattison and the respondents. There was ample evidence to shew that the railway company acted upon and obtained

\*To be reported in the Ontario Law Reports.