newals, were discounted pursuant to the agreement, and the proceeds were applied as contemplated. The only other portion of the agreement which need be referred to is clause 14, which reads as follows:—"(14). The said Alexander Simpson, acting for himself and for the Ontario Bank, does hereby agree that he will not sell at less than par value the securities deposited with him under this agreement during the term of 12 months after the completion of the works arranged for in clause (6), unless he be authorized so to do by the Messrs. R. and W. Conroy, and that at the expiration of the said term he agrees not to dispose of the said securities unless at a rate equal to that of the current day's market quotation, except with the sanction of the said Messrs. R. and W. Conroy. He further agrees that he will at all times agree to transfer such stock or any portion thereof upon being tendered and paid the par value of the same, and he reserves to himself the right to sell at par value whenever the same is obtainable, and after the expiration of said term of 12 months, at the current market price, the Capital Power Company undertaking to have the stocks listed."

In November, 1901, the company contracted with one Askwith to do the work suggested by the prospective purchasers of the bonds, and other additional work, but the operations, after continuing for nearly a year, were discontinued, owing to litigation between the contractor and the company, and have not since been resumed. These difficulties are alleged to have been due to a dispute which, about that time, arose between the company and plaintiffs, owing to the refusal of the latter to make advances beyond the $66,500 mentioned in the agreement. The dispute was, however, settled by plaintiffs consenting to make further advances to the extent of $17,500, secured by a collateral note of E. B. Eddy, the president of the company, 400 shares of the common stock held by the bank to be set apart as security for Mr. Eddy. This agreement was entered into, so it is said, by Mr. Eddy personally, and the company was not a party to it, but the latter took the benefit of it by borrowing $10,000 under it on notes of the company, the final renewal of which is the note sued on in the other action. The remaining $7,500 which the bank were willing to advance was never asked for by the company.