

the other persons whose names are subscribed to it:—

"We, the undersigned, hereby agree to accept from N. H. Greene the amount set opposite our respective names, in full payment for all salaries and services in connection with the Laurentian Railway; we agree to deliver to said Greene all Laurentian Railway debentures received from said Company, and transfer all shares of stock in said Company held by us, on payment of the respective amounts shewn opposite our respective names herein below:—

Names.	Am'ts of Debentures.	Am't of Cash to be paid.	Signature.
J. H. Pangman....	\$ 24,000	1,400	J. H. Pangman.
Hon. J. A. Chapleau	20,000	1,400	J. A. Chapleau.
P. S. Murphy.....	16 0 0	1,600	P. S. Murphy.
E. L. de Bellefeuille	26,000	1,000	E. L. de Bellefeuille
N. H. Greene.....	—	—	—

"In the above arrangement I waive my claim for all other debentures that may be due me, as well as any claim for travelling expenses or otherwise and do hereby transfer the same to Mr. N. H. Greene, without, however, any guarantee as to amount or legality of my aforesaid claim.

"P. S. MURPHY,

"13th Sept. 1878.

"Montreal, 13th Sept. 1878."

At the trial Senécal's counsel resisted, and resisted successfully, every attempt that was made on the part of the plaintiff to explain the circumstances under which this document was executed, and the purpose for which it was placed in Greene's hands.

It does not appear that Greene took any action upon the document until March, 1882.

On the 13th March, 1882, a conditional agreement was made between the Laurentian Railway Company, of which Senécal was then President, and the Canadian Pacific Railway Company, for the purchase by the latter of the Laurentian Railway, in consideration of the Canadian Pacific Company redeeming the \$300,000 debentures of the Laurentian Railway Company.

About this time Greene seems to have called upon Murphy and Bellefeuille, two of the persons who subscribed the document of September, 1878, to transfer their debentures for the sums therein mentioned. They both

refused to do so, and no proceedings were taken to enforce the claim. About the same time Greene wrote upon the document an acceptance in the following terms, "I accept the above agreement, N. H. Greene," and upon the 10th of April, 1882, by a memorandum on the document, he purported to assign for value his rights under it to Senécal.

The conditional agreement for the purchase of the Laurentian Railway was confirmed by the Act 45 Vict., c. 19, which received the Royal assent on the 12th May, 1882.

Treating the document of September, 1878, as an offer by Pangman to sell \$24,000 debentures of the Laurentian Railway Company to Greene for \$1,400, Dorion, C. J., observes that the acceptance by Greene was written long after Pangman's death, and never notified to Pangman, but only to the curator of his estate, after the institution of this action. His conclusion was that no contract binding the estate could then be formed, first, because Pangman was dead, and secondly, because his estate was insolvent.

The learned counsel for the appellant argued that no formal acceptance by Greene was required, because the agreement was proved to have been executed at his request. They contended that so long as the debentures, the subject of the agreement between Pangman and Greene, were in the possession of Pangman or his legal representatives, it was open to Greene or his assignee, at any time however remote, to enforce specific performance of the agreement, though admittedly at best a unilateral contract, and differing from a "simple pollicitation" merely by reason of its having been executed at Greene's instance.

Upon this point their Lordships do not think it necessary to express any opinion, beyond saying that the passages from modern French writers cited by the learned counsel for the appellant — passages which are certainly not easy of application or altogether free from perplexity — have not convinced them that there is any error or oversight in the conclusion of the learned Chief Justice, who prefaces his opinion by observing that "the law applicable to the facts established