

*Judgement of the Lords of the Judicial Committee  
of the Privy Council on the appeal of McGreevy  
v. Russell, from the Court of Queen's Bench  
for the Province of Quebec, Canada; delivered  
March 16th, 1887.*

---

Present :

LORD WATSON.

LORD FITZGERALD.

LORD HOBHOUSE.

SIR BARNES PEACOCK.

THE facts which raise the question in this case are exceedingly simple. It appears that one Willis Russell had a claim against the North Shore Railway Company for promoter's expenses. Whether the claim was one actually enforceable at law is a point which their Lordships do not think it necessary to go into now. It was a pending claim. The Company had not rejected it; and though they had not admitted it at the time when the transaction took place between Willis Russell and the present Appellant, Mr. McGreevy, it was still a claim preferred against them on at least plausible grounds.

Under those circumstances, the Appellant contemplated taking up the work of the Company for a lump sum to be paid by the Government, and taking upon himself the whole of the obligations of the Company. That was effected in September 1875. In March 1875 he purchased from Willis Russell the claim which is stated at \$50,000. Nothing can be more explicit than the description of the subject-matter sold by Willis Russell to the Appellant. Willis Russell assigns "all his right, title, interest, claim, and demand whatsoever which he has

“ in and to a certain claim made by him against “ the North Shore Railway Company,” which is then described, “ for the sum of \$50,000, said claim “ contained in a printed pamphlet, and in three “ affidavits then lately filed with the secretary “ of the said Company.” That is the subject assigned, and it is stipulated that the assignment shall be without any warranty whatever, even as to the claim being due, or being rejected, or being not paid.

The defence to this action is grounded on the suggestion that there is no valuable consideration in this contract. It is not contended at the Bar, and is not the case, that there is any difference between the French law and the English law upon this subject. Is there then what the law recognises as a valuable consideration in this contract? Any benefit to the assignee, or any loss to the assignor, is such a consideration. And their Lordships think that, whether it be looked at as a benefit proceeding to the assignee, or as a loss imposed upon the assignor, who parts with his claim, there is clearly a valuable consideration in this assignment, and that is sufficient to support the action.

But that is not the whole of the case. The sum of \$50,000 which the Appellant stipulated to pay, was to be paid in three equal annual payments. When the year came round for the first instalment to be paid, it was not paid, and it was not paid for two years. In April 1877 an agreement was come to between the Respondent, who purchased from Willis Russell the benefit of his contract with the Appellant, that the Respondent should take the payment of the first instalment in two promissory notes payable at a future date, and that in case those promissory notes were paid at their maturity, he would not insist upon the payment of the balance for a year from the date of the fresh agreement.

That appears to their Lordships also to be a valuable consideration, because the Respondent has given the Appellant time to pay the sum that he had agreed to pay in March 1875, and the Appellant has had the benefit of that time.

The result is that their Lordships entirely agree with the Courts below, and they will humbly advise Her Majesty to dismiss this appeal, and the Appellant must pay the costs.

