

Defendant has not shewn that there was mutual mistake or misrepresentation or any other ground for having the contract rectified or modified, nor has he established any right to be relieved from the obligation to transfer these 100 shares. Plaintiff is, therefore, entitled to an order directing that they be transferred to him.

The only damage I find plaintiff has suffered by reason of the defendant's non-payment of the liabilities payable by him was in the loss of dividends, the evidence being that had the defendant paid the company the liabilities he was bound to pay it, the company would have been able to pay a dividend. That damage will be satisfied, so far at least, as the defendant is responsible for it, by the payment of the amount of liabilities which he is liable to pay and interest thereon as above directed.

By counterclaim, defendant makes certain claims, amongst them, for an injunction restraining a sale by plaintiff of shares of the capital stock of the General Construction and Dredging Company, Limited. This claim is the subject of another action between these same parties and is therein disposed of. The counterclaim is therefore dismissed.

Further directions and costs are reserved until the Master has made his report.