

forced in the present action are susceptible of being legally assigned.

But even if this objection were not a fatal one, the plaintiff, as pointed out by the trial Judge, with full knowledge of all the circumstances sought to enforce the registration of the shares in the Harris-Maxwell Co. transferred to it by the defendant and which it now seeks to compel him to take back, and to return the equal number of shares in the plaintiff company which he received in exchange. I agree with the learned trial Judge that it is now too late for the plaintiff to take this position.

As an alternative, plaintiff made a claim for damages; but no evidence was given on which such a claim could be based. It may be noted that the plaintiff did not claim before us that there had been an implied agreement when the defendant received the shares of the plaintiff company that he should do nothing to prevent the registration of the Harris-Maxwell shares which he gave in exchange and that he was liable in damages for preventing such registration and compelling the plaintiff to purchase other shares to give it control of the Harris-Maxwell Co. Nor was there any evidence produced that the plaintiff was obliged to pay more for such shares than they were really worth.

There being no evidence of damage this branch of the plaintiff's case fails also.

The appeal should be dismissed with costs.

HON SIR WM. MEREDITH, C.J.O., HON. MR. JUSTICE MAGEE, and HON. MR. JUSTICE KELLY, agreed.