

This is not an interpleader proceeding. And it does not appear why plaintiff requires any such order as he is seeking or what protection it would afford him if granted.

He is free to sell if he is prepared to run the risk of an action for damages if he fails in the present action.

No order made now could bind defendant. Plaintiff is, no doubt, acting properly in the course he has taken in acquiring possession of the horses; and he must continue to use the same good judgment in the matter. It looks as if plaintiff might safely sell all except perhaps the one claimed by defendant's wife. But the whole matter rests with him. The motion cannot succeed. But, as it was reasonable, the costs may be in the cause.

CLUTE, J.

FEBRUARY 27TH, 1905.

TRIAL.

POHNL v. MILLER.

Damages—Deceit—Purchase of Stock of Company—Measure of Damages—Purchase at Par—Difference between Par and Real Value—Ascertainment of Value—Subsequent Events.

Action for deceit in inducing plaintiff to purchase certain shares in the capital stock of an incorporated company.

J. F. Hollis, for plaintiff.

J. E. Cook, for defendants.

CLUTE, J.—I expressed the opinion at the close of the trial that plaintiff was entitled to recover damages, but reserved the question of the amount for further consideration. . .

Taking the measure of damages to be the difference between the price which plaintiff paid for the shares and their real value at the time of purchase, subsequent events may be looked at to ascertain that value: *Peek v. Derry*, 37 Ch. D. 541, 578; *Twycross v. Grant*, 2 C. P. D. at pp. 543-4; *Arnison v. Smith*, 41 Ch. D. at p. 363.

The stock was purchased on 31st December, 1903—20 shares at their face value of \$50 a share.

A statement of the affairs of the company shews a deficit of \$11,879.79. In the statement of assets and liabilities for