

RIDDELL, J., read a judgment in which he gave reasons for agreeing in the main with the Chief Justice; he was of opinion, however, that the plaintiff should have compensation for his services as manager up to the time that he became a director. The judgment should be reduced to an amount proportional and limited to the time during which the plaintiff was not a director.

Appeal allowed and action dismissed (RidDELL, J., dissenting in part).

SECOND DIVISIONAL COURT.

JANUARY 28TH, 1921.

KNIGHT v. GARVIN AND MANNING.

Contract—Re-purchase of Company-shares—Evidence—Consideration—Findings of Trial Judge—Appeal.

Appeals by the defendants Garvin and Manning from a judgment of ROSE, J., of the 20th October, 1920.

The action was for specific performance or in the alternative for damages for breach of an agreement to re-purchase or take off the plaintiff's hands certain company-shares which he had bought from the defendants. The judgment of the trial Judge was in favour of the plaintiff for the recovery of \$2,077.36, upon payment of which sum the plaintiff was to transfer the shares to the defendants.

The appeals were heard by MEREDITH, C.J.C.P., RIDDELL, LATCHFORD, MIDDLETON, and LENNOX, JJ.

S. H. Bradford, K.C., for the appellant Garvin.

J. A. Macintosh, for the appellant Manning.

C. P. Smith, for the plaintiff, respondent.

MEREDITH, C.J.C.P., in a written judgment, said that there were three questions involved in the appeal: (1) whether there was any contract with the plaintiff; (2) if so, by whom; and (3) whether there was any sufficient consideration for it. These were all questions of fact; and each was, after full consideration by the trial Judge, found in the plaintiff's favour; and as to all such findings the learned Chief Justice was quite in accord with the trial Judge.

The learned Chief Justice reviewed the evidence at some length, and said that he was in favour of dismissing the appeals.

RIDDELL, J., agreed with the Chief Justice.

LATCHFORD, MIDDLETON, and LENNOX, JJ., agreed in the result, for reasons given by each of them in writing.

Appeals dismissed with costs.