

Owing to some difficulties between the appellants and Cartwright, litigation arose which resulted in an injunction being obtained, first a temporary one, restraining the agents of the company, the Imperial Trusts Corporation, from registering any transfers of shares standing in the name of M. R. Cartwright, to the extent of 9,000 shares. Cartwright, without the 1,000 shares which had been sold by the appellants to the plaintiff, and which still stood in his (Cartwright's) name, had not 9,000 shares standing in his name; therefore the result of the injunction order was that it operated to restrain the transfer agents, the Imperial Trusts Corporation, from registering the transfer to the plaintiffs of the shares which he had bought from the appellants.

No doubt, that was the result of an unfortunate mistake on the part of the appellants, who had no intention of interfering with that transfer; but the terms of the injunction order were plain, and the transfer agents would not have been justified in refusing to give effect to the provisions of it.

The plaintiff placed the shares in the hands of his brokers, Messrs. Jaffray & Cassels, for sale. They found a purchaser at \$1,700. The plaintiff then handed the certificate to his brokers in order that the transaction might be completed. Upon the brokers taking the certificate to the transfer agents for the purpose of having the plaintiff registered as the owner of 1,000 shares and obtaining two certificates for 500 shares each, he was informed by the agents of the injunction order, and they refused to register the plaintiff as owner of the shares. In consequence of this, the plaintiff was unable, or assumed that he was unable, to complete his sale, and he went into the market and bought 1,000 shares for \$1,700, and completed the sale.

The injunction was dissolved after a delay of some weeks, and the plaintiff was registered as owner of the shares, and obtained the certificate, and then sold the shares for \$1,070.25; this action is brought to recover the damages which he sustained by the wrongful acts of the appellants; and the judgment at the trial was for the plaintiff for the difference between the \$1,070.25 and the \$1,700, at which price the plaintiff had sold the shares through his brokers.

The contention of the appellants' counsel, and the only point pressed on the argument, was that the plaintiff had made a complete sale of the 1,000 shares, and that he was