

500, for the bonds, or a total of \$1,597,500 paid for the stock, of which the Appellant received one tenth part in payment of the Respondent's stock, thereby making a net profit, after deducting the amount paid by him and interest, of \$127,539.51 which property belongs to the Respondent, and of which he has been tortiously deprived by the Appellant."

La Cour d'Appel a rendu le jugement suivant :

#### JUGEMENT.

" Considering that, by letter of the 14th day of September, 1882, addressed by John McDougall, the Appellant, on the principal Appeal, and Respondent on the Cross-Appeal, to Thomas McGreevy, Respondent on the principal Appeal and Appellant, on the Cross-Appeal, the said John McDougall acknowledged that the transfer of one thousand shares, in the North Shore Railway Company, made to him, the said John McDougall, by the said Thomas McGreevey, had been so made with the express condition that the said Thomas McGreevy would have the right to redeem said stock, within two months from the date of said letter, by paying fifty per cent, of the nominal amount of said shares, that is to say fifty thousand dollars, and any further call on the same that might be paid within said delay, with interest on said amount, from day it was due, and on such call from day it might be paid.

" Considering that, on the 13th day of November, 1882, and within two months from the date of said letter, the said Thomas McGreevy tendered to the said John McDougall, the sum of fifty thousand dollars, together with the sum of one thousand and one hundred and seventy-five dollars, for interest accrued on the said sum of \$50,000, to the date of said tender, and requested the said John McDougall to retransfer to him, the said Thomas McGreevy, the said one thousand shares of the said stock in the North Shore Railway Company, which retransfer the said John McDougall refused to effect

" And considering that, from the moment at which the