

CANADIAN GENERAL SECURITIES CO. v.
GEORGE.1919
*Apr. 1
*May 6ON APPEAL FROM THE APPELLATE DIVISION OF THE
SUPREME COURT OF ONTARIO.*Contract—Sale of land—Re-sale by vendors—Collateral agreement—
Evidence.*

APPEAL from a decision of the Appellate Division of the Supreme Court of Ontario(1), reversing the judgment for the appellant at the trial.

One George, a cousin of respondent, was employed by the appellant company to sell lots in a proposed town. He wrote to the respondent urging him to buy and stating that he could re-sell within a short time at double the price he would pay. He afterwards telephoned repeating his solicitations and told respondent that the company would re-sell at the advance, and within the time, mentioned in his letter. The manager of the company heard the telephone message and reproved his agent, but did not repudiate the representation made. Respondent bought two lots, paid the initial sum demanded, and made other payments from time to time but made no claim on the company for re-sale. In an action by the company for an unpaid balance on the purchase, respondent set up the alleged agreement for re-sale.

The trial judge held that no such agreement binding on the company was proved. The Appellate Division reversed his judgment and dismissed the action.

*PRESENT:—Idington, Anglin, Brodeur and Mignault JJ. and Cassels J. *ad hoc*.

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The Supreme Court of Canada, after argument and judgment reserved, allowed the appeal and restored the judgment at the trial.

Appeal allowed with costs.

Lindsay K.C. for the appellant.

G. F. Henderson K.C. and *McLarty* for the respondents.
