

1930

*Feb. 7.
*Apr. 10.

GILLESPIE v. SHEADY

ON APPEAL FROM THE APPELLATE DIVISION OF THE SUPREME
COURT OF ALBERTA

*Contract—Sale of shares in company—Offer and acceptance—Whether
contract established*

APPEAL from the decision of the Appellate Division of the Supreme Court of Alberta (1), affirming the judgment of the trial judge, Tweedie J., and maintaining the respondents' action.

The action was brought by the respondents asking for specific performance by the appellant of an alleged agreement for the sale and delivery by the appellant to the respondents of three thousand shares of the capital stock of the Associated Oil & Gas Company, Limited, or in the

*PRESENT:—Anglin C.J.C. and Newcombe, Rinfret, Lamont and Smith JJ.

alternative damages for failure to deliver, in the sum of \$8,250.

The respondents' action was maintained and the damages awarded by the trial judge were \$4,500, which judgment was affirmed by the Appellate Division.

The sole question involved is whether or not, on the facts of the case, the appellant, on its own behalf, entered into a contract with the respondents to sell them these shares.

The judgment of the majority of the Supreme Court of Canada (Anglin C.J.C. and Rinfret J. dissenting) allowed the appeal with costs and dismissed the respondents' action.

Appeal allowed with costs.

O. M. Biggar K.C. for the appellant.

R. E. McLaughlin K.C. for the respondents.

1930

GILLESPIE
v.
SHEADY.
—