

## LEBRUN v. GRUNINGER.

ON APPEAL FROM THE COURT OF KING'S BENCH, APPEAL  
SIDE, PROVINCE OF QUEBEC.1918  
\*June 4.  
\*June 25.*Contract—Transfer of shares—Specific performance.*

APPEAL from the judgment of the Court of King's Bench, appeal side (1), varying the judgment of the Superior Court, District of Three Rivers, and maintaining the respondent's, plaintiff's, action.

The respondent entered into an agreement with the appellant whereby, in consideration of \$5,000, the former undertook to sell and deliver to the latter 27,450 shares in the "Gold Mine Huronia" company. The appellant, who is a notary and also secretary-treasurer of this company, was acting on behalf of parties who were desirous of obtaining control of the company. Later on, the appellant, having asked the respondent to agree to cancel the agreement, which he refused to do, wrote across his copy of the agreement: "This contract is cancelled." Then the respondent served on the appellant a notarial protest to carry out his obligations under the contract and later brought this action for specific performance.

The trial court gave judgment against the appellant for \$5,000 with interest and costs; and this judgment was affirmed by the Court of King's Bench, though with some modifications.

The defendant appealed to the Supreme Court of Canada, which, after hearing counsel for the respective parties, reserved judgment, and, on a subsequent date, dismissed the appeal with costs.

*Appeal dismissed with costs.*

*Surveyer K.C.* and *St. Laurent K.C.* for the appellant.

*Belcourt K.C.* and *Bigué K.C.* for the respondent.

\*PRESENT:—Sir Charles Fitzpatrick C.J. and Davies, Idington, Anglin and Brodeur JJ.