

were lying about in the west and his own need of money, the plaintiff suggested seeing Gorman. The two went to Gorman's office; Gorman loaned Murray \$300 on his note and Murray told him that he would let him and the plaintiff know of "anything good" and that if they cared to invest he was sure they would make good profits. Murray says: "We talked over a division of profits, he said if there was anything good he would furnish the capital and divide up the profits . . . between Mr. Bindon, Mr. Gorman and myself." Murray went west to Brandon and got an option on some property in Brandon which is now called Victoria park. He wrote to Bindon and in answer got a telegram from Gorman: "I authorise you to invest \$10,000 in real estate and divide profits between Bindon, myself and yourself." The property was transferred to a syndicate managed by Mr. Curry of Toronto, and composed of Murray, Gorman and three others. Gorman, who had gone to Kansas City and elsewhere contributed some money to the scheme and ultimately made some profit. Murray had intended, apparently, to take up the option for Gorman, Bindon and himself but Gorman's money did not come soon enough and so he applied to Curry to finance the scheme with the result we have seen.

Afterwards Murray became interested in the Kensington park property in Montreal and induced Gorman to take \$10,000 stock in a company handling that property. This was brought about by Bindon writing Murray to come up to Ottawa and see Gorman; but there was no new bargain made about sharing profits. What happened according to Bindon was that he drew Gorman's attention to the scheme and said it was a good investment: then he sent for Murray who came up from Montreal, the plaintiff again recommended the investment, Gorman went to Montreal, saw the property and did invest—nothing, however, seems to have been said about the plaintiff receiving any share in the profits. This statement of facts (except the last sentence) is derived from the evidence of Murray whose manner of giving evidence particularly impressed the learned trial Judge: and a careful perusal of the evidence does not enable me to say that his faith in Murray was misplaced. We must accept the findings of fact.

The case came on for trial before Mr. Justice Lennox at Ottawa without a jury: my learned brother gave judgment as follows:—