

SUPREME COURT OF ONTARIO.

2ND APPELLATE DIVISION.

JUNE 25TH, 1913.

BINDON v. GORMAN AND MURRAY.

4 O. W. N. 1505.

Partnership—Accounting—Denial of Agreement—Statute of Frauds—Evidence—Meaning of “Division” of Profits.

LENNOX, J., 24 O. W. R. 98; 4 O. W. N. 839, in an action to establish a partnership in certain realty transactions, and for an accounting, *held* the partnership proven, and, on the evidence, gave judgment for plaintiff against defendant Gorman for \$1,700 and costs, and for defendant Murray against defendant Gorman for \$1,000 and costs. “A verbal agreement to divide profits of transactions in lands is valid, at all events, where no specific lands are referred to.”

Gray v. Smith, 43 Ch. D. 208, and *Re De Nicol*, 1900, 2 Ch. 110, followed.

SUP. CT. ONT. (2nd App. Div.) *held*, that upon the facts of the case as disclosed, the partnership agreement had terminated and any subsequent dealings between the parties were not referable thereto.

Appeal allowed with costs.

Seem, that an agreement to divide profits, without more, implies an equal division.

Robinson v. Anderson, 20 Beav. 98, referred to.

Appeal from judgment of HON. MR. JUSTICE LENNOX (24 O. W. R. 98), in favour of plaintiff in a partnership action.

The appeal to the Supreme Court of Ontario (Second Appellate Division) was heard by HON. MR. JUSTICE CLUTE, HON. MR. JUSTICE RIDDELL, HON. MR. JUSTICE SUTHERLAND, and HON. MR. JUSTICE LEITCH.

G. F. Shepley, K.C., and J. J. O'Meara, for defendant Gorman.

G. E. Kidd, K.C., for plaintiff.

M. J. O'Connor, K.C., for defendant Murray.

HON. MR. JUSTICE RIDDELL:—The defendant Gorman is a man of some means but a very defective memory, living in Ottawa; the defendant Murray is a land speculator, and the plaintiff a common friend of these two.

In 1905 the defendant Murray was in need of money to enable him to go west to ply his business. Talking with the plaintiff in Ottawa about the “good many snaps” there