

... have is opinion in the following terms:—  
"He was of opinion that the action was not maintainable on the absence of evidence to show the terms upon which the parties were to become partners, and said that he had never heard any instance in which such an action had been supported without proof of the terms."  
This was the case of *Figes vs. Outler*, and has not, as I am aware, been overruled. The case in *Bingham*, cited by the plaintiff's Counsel, is entirely different from the present.

This, as it appears to me, is not only sound law, but from pure necessity and the plainest dictates of common sense is entirely conclusive.

For all these reasons combined, and in view both of the pleadings and the evidence adduced, the Court is of opinion that the motion to set aside the findings of the Jury and to dismiss the action must be granted, and the action is dismissed accordingly with costs.

It only remains for me to express my obligations to the Counsel who argued this case both in behalf of the plaintiff and the defendants for the learning and remarkable ability with which they urged their respective pretensions, and from which I have been so much aided in my deliberations.

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The Counsel engaged were:—

For the Plaintiff:

Messrs. CROSS & BANCROFT,  
F. G. JOHNSON, Esquire, Q.C.

For the Defendants:

Messrs. ABBOTT & DORMAN,  
Messrs. BETHUNE & DUNKIN.