

\$50 per acre. They had failed to disclose to him that they were benefitting to that extent.

The respondent has, therefore, no cause to complain if he is held to the price he agreed to pay, save to the extent to which his partners have wrongly profited. The appellant has received \$2,500 to which the partnership is entitled and fortunately for the respondent, Dr. Smith agreed to let the appellant use it, and the appellant is, therefore, still chargeable with it.

The appellant contends that he is not bound by the partnership agreement because what he dictated to Ellis was changed by the respondent. But the change related only to a question of management and the extent to which the appellant should control it, a matter which no one says was part of the arrangement of the 18th or 20th May. The appellant cannot now recede from that to which he did agree and on the faith of which he used the respondent's money. The latter's position has been changed and he has embarked on a speculation and is entitled to insist on his rights.

The judgment, however, seems to go too far in declaring what those rights are. It is not in accordance with the evidence that the appellant bought for the respondent. He bought for himself, and it is his turning the thing bought into the partnership, at an amount which he was not, as between him and his partner, entitled to insist on without full disclosure, that gives the latter cause for complaint. While it is not possible to do complete justice owing to Dr. Smith not being a party, enough may be adjudged to protect the respondent.

Dr. Smith at the trial admitted that he had been invited into a syndicate and agreed to go into it, but paid no money because he had no agreement and does not think he is interested in the property.

There is nothing to prevent a declaration that the appellant, respondent and Dr. Smith became partners or were jointly interested in the venture in which the Pratt farm was acquired from the other defendants, in the proportion of one-fifth, three-fifths, and one-fifth respectively, and restraining the appellant from dealing with it in any way inconsistent with the other partnership interests. An order should also be made directing the appellant to pay into Court to the credit of this action for the benefit of