

applicant a partner. He must get a certificate according to the syndicate contract, or, at the very least, he must have his application accepted. The only acceptance is in the form of a certificate which does not become effective until 14th February, 1907. It cannot, I think, be held that the defendants were in fact members until that day. And there is nothing incongruous in the applicants being entitled to a share in the new company's stock upon sending in application and money by a fixed day and being benefited as though they were members from that day, but still not becoming members till a subsequent day. They are, therefore, not liable in this action.

As at present advised, I do not think that membership in the peculiar manner of this membership renders the member liable as a partner. No doubt, Mr. Campbell would have been much startled to be informed that B. or H. could make the syndicate liable for anything.

The action should be dismissed. I am sorely tempted to refuse the defendants their costs, but on a careful consideration of all the facts I do not think I should do so. They are not to blame for this action being brought, and should not suffer more than they have already done, for their lack of foresight.

RIDDELL, J.

MARCH 27TH, 1909.

TRIAL.

STITT v. ARTS AND CRAFTS LIMITED.

Partnership—Firm of Real Estate Agents—Registration of Certificate of Partnership—Moneys Paid to Manager of Business—Moneys Paid to Firm as Agents for Lessee of Premises Desiring to Procure Substitute as Lessee — Liability of Firm — Liability of Persons Registered as Partners, but not in Fact Partners — No Necessity for Registering Partnership, not Being a Trading Partnership — Liability of Principals.

Action to recover the sum of \$325 paid by plaintiff to defendant Sherman T. Sutton, in the circumstances mentioned in the judgment.