

and that they bought the stock, underwriting it between the appellants and the Schacht company. He also says that the appellants eventually sold the property, and got \$5,000 in cash from the Schacht Motor Car Company of Canada, and a mortgage for the balance, \$70,000.

This sale was ultimately carried out by means of a lease from the appellants to the National Credit Company, the underwriters referred to, containing an option to purchase at \$75,000, which lease was almost immediately afterwards assigned to the Schacht Motor Car Company of Canada Limited, who exercised the option and received a conveyance from the appellants, on the terms already stated.

The Ohio company took stock in the Canadian company, in which Schacht also became a shareholder, and of which he and another member of the Ohio company are shareholders. It is impossible to dissociate Schacht, the original negotiator with the appellants, from the transactions perfected in Canada. They were in fact a sale upon different terms to a company in which Schacht retained a direct and personal interest. Schacht is president of the Ohio company, which reaped the benefit by the purchase by the Ontario company of the patents and rights of the Ohio company for Canada.

Schacht in his depositions says that, when Innes saw him after re-opening the matter by correspondence, he (Schacht) did not know whether he wanted to sell the property or not and that he did not discuss it. . . .

The following evidence was also given by Mr. Muntz:—

“Q. So that the final result was in consequence of what happened when you met Mr. Schacht after the conversation with Mr. McBrayne over the telephone? A. Precisely, otherwise we should not have known him.

“Q. Otherwise you would not have known him, and this arrangement would not have been carried out? A. No doubt.

“Q. That is so? A. No doubt of that.”

It is true that, upon further examination, he says that the original negotiations were not on the same lines as those ultimately carried out. . . .

Some meaning must be given to the expression “through you” in the letter of the 6th May, 1911. It is used in contrast with or in addition to the words “by you,” indicating that more was being provided for than a sale to be actually made by the respondent, and may legitimately mean “through you” by an introduction, by assistance, by advice, by co-operation, or otherwise.