

property upon these terms; and forthwith endeavoured to find purchasers, or to arrange a syndicate to take over the property.

An option or agency of longer duration was sought. A document giving an option until the 29th was prepared, and presented for signature, but the signature was promptly and emphatically refused.

Just before the expiry of the time limit, the plaintiff communicated with the defendants and was given until 2 p.m. next day to complete his arrangement. In the meantime the plaintiff had made some endeavour to find purchasers, and had failed. Various suggestions as to exchange were refused by the defendants.

During the search for a purchaser the plaintiff spoke to Mr. Grant, and obtained from him a verbal agreement to take some interest in a syndicate to be formed. Grant had heard of the property when offered for sale some time earlier than this at a smaller price, and was willing to take some share if acceptable co-adventurers could be found. A dispute ultimately arose between the plaintiff and Grant as to the amount of his contribution, and this ended by Grant withdrawing and declining to have anything further to do with the plaintiff. The plaintiff then made an endeavour to find some one who would take Grant's place in the proposed syndicate, but, as already stated, his efforts proved abortive.

In the meantime Grant, having had his attention thus drawn to the property, placed himself in direct communication with the defendants. This was after the expiry of the original option at two o'clock on Monday, but before the extension until two o'clock on Tuesday was up. Nothing further was done. The defendants communicated with the plaintiff at the expiry of the time limited, and he admitted his inability to find a purchaser. Subsequently the defendants sold the land for the stipulated price to Grant and another co-adventurer.

The plaintiff bases his claim upon the fact that the property was sold immediately after the expiry of the time limit, to Grant, and the property had been introduced to Grant's consideration by him.

The negotiations leading to the sale to Grant and his *confrere* were quite independent of any negotiations between the plaintiff and Grant. The case is not one where the