

trial Judge; and before us no attack was made upon his findings. It appeared to me upon the argument that most of the matters pressed upon us for the respondents had no relevancy to the matters really in dispute, the whole question being: "Granted the facts as found, can the plaintiffs succeed? Suppose that the defendants did deceive and defraud these gentlemen, must the relief given in the judgment appealed from necessarily follow?"

The facts seem to be as follows. Cook became the owner of certain "oil leases" or an option in such "oil leases" (it is of no importance which.) He did this with the intention of selling out to a company which he intended to form to take over the property and to make a profit in so doing. He associated with him Boerth, who is said to have a glib tongue, and the two laid siege to a number of friends of Cook's. Cook and Boerth represented that they could get valuable oil leases, and invited these "friends" to join and form a syndicate with them, paying \$1,000 each, and to form a company to take over these oil leases. They were guilty of the grossest fraud in their statement of the price to be paid, giving a figure which was much in excess of the true amount paid or to be paid. The friends, dazzled by the glowing prospects held before their eyes, each contributed \$1,000, and thereby became a member of the syndicate and entitled to a one-twentieth interest in the enterprise. They were defrauded and cheated by the defendants, but the legal effect was that, after the payment by each "friend" of his \$1,000, he became a cestui que trust of Cook in the property acquired or to be acquired by him. After a number of subscriptions had been obtained, Cook started operations, and "struck oil."

Then about 31st August, 1905, a meeting was held at the Rossin House (Toronto) by the members of the syndicate, or some of them, to take steps to form a company. At that meeting false and fraudulent statements were presented by Cook and Boerth as to the price of the oil leases, and these statements apparently accepted as true by the others present. A committee was selected to form the proposed company, this committee being composed of Cook and two others, against whom no imputation is made. A charter was obtained 11th October, 1905, upon the application of five persons named by Mr. Edgar, but having no financial or other