

plaintiff and Jaffray is, that it was for a short time, and that plaintiff had in view persons whom he could interest and from whom capital could be obtained. . . . The only suggestion as to any aid plaintiff could give was by interesting Senator Sanford and his friends to such an extent as to get their financial support. Senator Sanford was a stockholder in the company of which plaintiff was manager, and plaintiff knew him well. It appears to me that it was well understood between plaintiff and Jaffray that if Jaffray could get offers or options, and if plaintiff could get the capital, there might be a purchase of some of the existing concerns on such terms as would give a profit, which plaintiff and Jaffray could divide, and that is the whole meaning of the written document, hastily drawn and scantily expressed. Underlying this vague and indefinite agreement, and in some way a part of what was to be accomplished, the plaintiff hoped that the company of which he was manager would be taken over, and that he would become the manager for the company or syndicate that would purchase. . . . When this meeting ended, all ended as to any joint work or joint venture between plaintiff and Jaffray. It was not pretended that plaintiff was to look to other persons than those at that meeting for the necessary capital, nor was it agreed that Jaffray from that time on, as between him and the plaintiff, was to procure offers from existing manufacturers or treat for purchase of plant, etc. . . .

Afterwards defendant Ryckman took hold of the matter, having the information from Jaffray, and entered into negotiations with the manufacturers on the one side and the capitalists on the other, with the result that the Canada Cycle and Motor Co. was formed, and certain companies were purchased. Defendants Ryckman, Cox, Jones, Massey, and Soper paid defendant Jaffray for what he did or said or furnished in connection with the matter. . . . The partnership, if it can be called a partnership, was only to continue while both were working together for a common purpose, viz., that Jaffray should get offers to sell, and that plaintiff or plaintiff and Jaffray should find purchasers or capital. When the attempt failed, the contract was at an end, or, if not so understood by plaintiff, Jaffray was justified in believing it to be so, and there was in fact no further action by plaintiff or Jaffray in this joint venture. . . .

Upon the evidence I must hold that the agreement and the relations between the parties created by it, came to an end on the 11th April, 1899; that there is no evidence to sustain the claim against defendants