the syndicate. That document contains no covenants or undertakings on its behalf, except as to the incorporation of a company to take over the brewery property, and as to the allotment of the stock of the company to be formed.

Counsel for the appellants did not refer us to any authority that would establish, as against a member of a syndicate, such a liability as is sought to be established in this case. They were well aware that George A. Case was the agent of Foster for the sale of the property, and that he was to receive a commission in case he found a purchaser at the price fixed by the vendors. Even admitting that G. A. Case Limited was responsible to the fullest extent claimed by the appellants for all that George A. Case said and did, I cannot see that there is sufficient to establish such a liability as that laid down by the trial Judge. But, even if there were such liability, I think the appellants must still fail. To my mind, the evidence shews clearly that the property was sold to Mackenzie not on account of anything that was done or said by Case after he had entered into the syndicate agreement, but because Barwick had made up his mind, previous to the formation of that agreement, that he would advise a sale to Mackenzie rather than to the syndicate, and that Foster had fully made up his mind to adopt the recommendation of Mr. Barwick. It also appears equally clear from the evidence that the sole contribution of Case to a sale to Mackenzie was his bringing the property to Mackenzie's attention, which was done previous to the agreement for the formation of the syndicate. It does not appear that the fact that Case accompanied Foster to Mackenzie's office, after Mackenzie's offer had been accepted, could have any possible bearing on the result or in any way affect the question of liability in this action.

I am consequently of opinion that the appellants have failed to establish a claim against G. A. Case Limited, and that their appeal against this part of the judgment of the Divisional Court must also be dismissed.

MAGEE, J.A., concurred, for reasons stated in writing.

MOSS, C.J.O., and GARROW, J.A., also concurred.

MEREDITH, J.A., dissented, for reasons stated in writing. He was in favour of restoring the judgment at the trial altogether.