

have referred. The story, as I have said, of the appellants is that they were to finance the respondent to go into the Porcupine country to prospect, and take up claims; and that the way in which he was financed was by leaving two or three Bank cheques with the respondent. That cheques were left with him is not denied. There is, however, a difference between the parties as to what took place. According to the respondent he got one cheque for \$65, and the other cheques were in blank. Only two cheques were produced. Both of these are payable, not to the respondent, but to John A. Labine, his brother, to whom I shall afterwards refer.

It is admitted by one of the Labines, Gilbert, I think, that upon the occasion of the passing of these cheques, there was a settlement with the respondent of money which Gilbert or Charles owed him, and that that money was paid; and it seems to me that it may well be that the respondent is mistaken about the cheque, and that it may have been money that he received. There is nothing to shew how that money was paid, and if what I have suggested were the fact a great deal of the difficulty suggested by Mr. Watson is removed.

Then, it is said that the letter of the 20th of October, from the respondent to Gilbert Labine, is inconsistent with the story the respondent tells, that his brother, John A. Labine, was willing to do work on the "Big Charlie," but had no money of his own, and was not willing to do it unless the appellants put up the money, and that these cheques were put up for that purpose.

The appellants say that the cheques had no connection with the "Big Charlie," that they had decided not to do any work on "Big Charlie." That they left the cheques with the respondent to acquire interests and take up claims in the Night Hawk Lake country while they went to Gowganda to make some money at work there.

The letter speaks of a man named Dan Smith having told the respondent that things were looking well in the "Big Charlie" district, and says that the respondent decided to go on with the work there. It is argued from this that there could have been no such arrangement as the respondent alleges, and that the letter supports the testimony of the appellants that it was decided to do no more work on the