

to produce it nor was the examination adjourned with that object.

As the pleadings now stand there is no ground for the order asked for. What is necessary for that purpose is stated in Bray's Digest of Discovery, article 39, p. 10 and p. 26, cited in *Ramsay v. Toronto Ew. Co.*, 23 O. W. R. 513. Here the whole allegations of the plaintiff are denied and particularly the alleged manipulation of the market for the stock in question under an agreement for that purpose or otherwise howsoever.

The motion must be dismissed with costs to defendant in any event.

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HON. MR. JUSTICE LENNOX.

FEBRUARY 20TH, 1913.

SCULLY v. RYCKMAN.

4 O. W. N. 850

*Moneys Lent—Action to Recover—Betting Transactions—Illegality—Evidence—Receipt.*

LENNOX, J., gave judgment for plaintiff for \$2,000 and interest and costs in as action for \$2,250, moneys alleged to have been lent to defendant which defendant denied had been so lent.

Action to recover \$2,000 alleged to have been lent by plaintiff to defendant on September 28th, 1908, \$250 advanced in respect of certain betting transactions and interest, tried at the Non-Jury Assizes, Toronto, February 14th, 1913.

J. P. MacGregor, for the plaintiff.

K. F. Mackenzie, for the defendant.

HON. MR. JUSTICE LENNOX:—The plaintiff is not entitled to recover in respect of the \$250 alleged advances made for defendant in connection with betting at the Woodbine. The plaintiff was not able to say whether the advances he claims to have made were of the class recoverable at law, and failing by reason of this uncertainty, I have not been compelled to weigh the testimony of the plaintiff and defendant upon this branch of the case. I am of opinion that the plaintiff is entitled to recover in respect of the balance of his claim, namely, for an alleged loan of \$2,000 and interest.

A formal receipt is produced by the plaintiff for \$2,000 dated the 28th of September, 1908, filled up and signed by