

\$18,279.86. The parties were engaged in certain mining ventures, and nearly the whole of the notes in question were given at the time of the execution of two somewhat complex agreements and in pursuance thereof. The agreements dealt with all the notes sued on. The Master said that it was at least an arguable question, under these agreements, whether the notes were given, as the plaintiff alleged, in payment for 330,000 shares in the Chrysler-Niles Mining Co. held by the plaintiff and assigned by him to the defendant with power to sell at 5 cents a share, or whether the true agreement was, as the defendant contended, that these notes were given for the defendant's accommodation and with the expectation of both parties that at least the three larger notes (amounting to \$16,500) would be met by sales of the 330,000 shares at (at least) 5 cents, the defendant being allowed anything over that price for his trouble. Whatever may be the final determination of the case, it is not so perfectly plain a case that summary judgment should be granted: *Farmers Bank v. Big Cities Realty and Agency Co.*, ante 397. Motion dismissed; costs in the cause. Grayson Smith, for the plaintiff. J. M. Ferguson, for the defendant.
