sions plausible, such facts and circumstances can constitute a ground work for the admission of verbal testimony which, on the grounds above stated, would, standing by itself, be inadmissible.

"It appears to me that the facts and circumstances put in evidence in this case do not support the conclusion at which the learned judge of the Superior Court has arrived. It results clearly from the testimony of Lubin and Bilsky —not of Bilsky alone— that the plaintiff was willing to advance $2.00 per share and not more than $2.00 per share on the shares of mining stock, but agreed, according to the defendant's own account of the matter, to advance and did advance about $4,000.00 more than $2.00 per share in consideration of getting the defendant's note for $4,000.00.

"The defendant gave his note solely to accomodate Lubin and to help the latter to save his shares of stock, and he gave the note substantially for the sum which had to be procured in excess of the amount which the plaintiff was willing to risk on the shares. The great object at the time was to let Lubin have time to save his shares.

"The defendant clearly admits that the means by which this was to be accomplished was by a deed, that the draft deed was shown to him and that he was satisfied to give his note in view of the arrangement disclosed in and to be effected by that deed. Lubin too refers to the note as being intended to be security against depreciation "during the course of the transaction" manifestly meaning the period of time for which the deed stipulated that Lubin might redeem.— It is clear that the event upon which the defendant then relied to relieve him from liability was the event that Lubin would redeem the shares or sell them before the note would become payable. That is what the deed provided for.