

ination for discovery, in answer to question 246, he said that Warren and Loring were going away, and he said to Warren in Loring's presence, "I said you said I could have an additional 333,000 shares for \$40,000," and he said "Yes."

Warren denied making any such statement, and is corroborated by Loring.

That Pitt was not relying, when he visited the Otisse mine, on any promise made by Warren as to the 100,000 shares at 10 cents, or the 333,000 shares for \$40,000, is apparent from what he said at the trial. Warren and Loring left on the boat—"I remained and got some of the adjoining property (to the Otisse) for myself. I made an investment for my friends as a substitute for the Otisse. If they (Warren and Gzowski) refused to let me in, I would have a mine of my own."

The plaintiff has failed to make out that the defendants or any of them entered into a contract to sell him 100,000 shares of the stock of the Otisse-Currie mine, and the action must be dismissed with costs.
