

Q. Had you the cash with you (\$1100) at the plaintiffs bank on the 30th December, 1890 when you allege to have offered the plaintiffs \$1100.00?

A. I had not the cash with me but I had it arranged for.

Q. What did you require the plaintiffs to release and give up to you in consideration of the \$1100.00?

A. The offer (\$1100) was made for all horses in the mortgage that had not been accounted for, that is, in respect of which cash or notes had not been delivered to the plaintiffs. I did not make the offer. I took a party to the bank who was prepared to carry out the arrangement and give the \$1100 for all the horses in the mortgage not accounted for as above and for whom I had arranged to get the money. The party was A. C. Sparrow. He was prepared to carry out the offer. The offer was simply an offer for the purchase of the balance of the horses and I did not then ask for a discharge of the mortgage and the delivery up of any notes they held as collateral to the mortgage. Christie said "he would be damned if he would take it, that he would lose the whole amount sooner than accept the offer."

I mean by the third paragraph of the Counter Claim that the plaintiffs had taken possession of all the horses they could get, that is that they had been able to get up to that time.

Q. Were any of your notes collateral to the mortgage above referred to, made by you in favor of the plaintiffs, in their possession on the 8th May, 1890?

A. They had been given by me to them before that and were not paid in full at that time.

20 Signed this 28th day of April, A. D. 1891 before me

(Signed) EDWIN R. ROGERS,  
Clerk of the Court.

(Signed) T. B. LAFFERTY.

#### EXAMINATION OF A. C. SPARROW.

The examination of A. C. Sparrow taken before me this 4th day of May, A.D. 1891 under appointment dated the 23rd day of April, A. D. 1891.

Mr. E. P. Davis for Plaintiffs.

Mr. N. D. Beck for defendants.