

Gendron says that they saw Labelle twice on the day named, and that they went back the second time after dinner to close the bargain. He says that it was agreed that a bonus was to be given to Labelle and that was the bargain made with him and which he accepted. He says that Labelle agreed to take Prudhomme in his place and made his mark to something in Menard's book in the morning. Afterwards he said that Menard made the mark, and again that he could not remember and could not say. Elsewhere he said that Menard was taking notes in his book to the knowledge of Labelle, but that he did not hear him read them over to Labelle. Labelle admits that Menard at the first of the interviews on the day in question did speak to him about the barn and the clearing of the land, but denies that there was anything said about releasing Prudhomme from the obligation to do those things. He also admits that he saw Menard writing something in a book, but he did not notice what it was. Labelle further says that Menard offered him a bonus of \$50 to take his money in full under the first mentioned agreement, and finally before he left was told that if he would make the bonus \$75 he would accept it. Some question had been raised about the land in question standing in the registry office in the name of the defendant, Onesime Labelle. He says that he also said that he would see that his sister would make the papers right. He says that Menard did not agree to pay the \$75 by way of bonus but intimated that he would in the course of a few days. He says that he said himself that he would accept the principal and interest with said bonus if payment were not deferred too long.

On the 26th May the deed referred to was drawn from Gendron to the plaintiff of the said lands, with the other lands for a named consideration of \$3,400. It was registered on the 2nd June, 1911. On the 26th May also a mortgage was made by the plaintiff to Menard on said lands for \$3,500. Menard says that he took the mortgage in his own name because certain incumbrances upon the properties had to be cleared off before a trust company, with which he was proposing to place the loan, would take it, and that certain incumbrances have been paid off and a considerable sum of money has been obtained from the trust company in connection therewith.