

case of deduction that I fix on May 6th." As to where it was mentioned, the respondent thinks it was in Windsor but cannot say for certain, and if Dr. Smith says it was in the Cadillac Hotel in Detroit he would not contradict it. He also says in reference to the 18th May, that he had agreed previously, provisionally, if he was able to get the money, with the parties, with Dr. Coleridge and Dr. Smith, if he was able to get the money.

On re-examination he refers to attempts to get the money during the week previous to the 18th May and to the date the deed of the Ojibway farm, the 12th May, and its registry on the 15th May, as helping to fix the date of the agreement with the appellant, because the mortgage on that farm was "put on for the purpose of assisting "to buy the Pratt farm."

Dr. Smith denies meeting the respondent until the 18th May in the Cadillac Hotel in Detroit, while the respondent says a partnership arrangement or a syndicate arrangement was started about then, "but it was understood previously" and that Dr. Smith "must have talked about it before and known it."

He, however, limits his acquaintance with Dr. Smith prior to that date to one introduction on the street in Windsor. The respondent said: "I believe we are going to be partners," but the answer of Dr. Smith, if any, is not given, nor was the Pratt farm apparently mentioned.

The agreement of sale to the respondent which the appellant got Mr. Kenning to prepare, while dated 7th May, was signed by the latter on the 13th May. On the day previous he had paid \$1,500 out of the respondent's money.

Evidently therefore something had transpired before the 18th May which led the respondent to treat Dr. Smith as interested on that date. It is unlikely that he would have made the proposition to give a stranger an interest of one-fifth on the spot, although he indicates that he had regarded Dr. Smith's association as an advantage and one of the reasons why he should get the money for the purchase. In his mind he regarded Dr. Smith as in the purchase when he proposed, as he says he did, the partnership or syndicate arrangement. He had, previous to this, paid to Dr. Coleridge \$350, and allowed \$1,500 to be paid out the farm out of his moneys and would naturally be in a