

and \$600 respectively which became due on 23rd and 31st of January, 1912.

The statement of defence admits the making of the notes but says they are renewals of other notes which were without consideration and given for the plaintiff's accommodation. It then gives a partial statement of the transactions between the parties leading up to the giving of the notes in question, which does not, however, make it clear how or why defendant gave the notes to plaintiff when apparently in his view plaintiff was indebted to him.

There is no counterclaim. But it is alleged that plaintiff agreed to give defendant a commission and bonus as a consideration for his getting plaintiff a loan of \$10,000 to secure an option on some mining property in Alaska. It would appear from the material that the only written agreement between the parties is that of 9th June, 1911. By this it appears that defendant had advanced plaintiff \$10,000 to buy such option and that in the event of a sale being afterwards made by plaintiff, defendant was to share equally in the profits. Whether there were any does not appear.

Cheques are received for following amounts and dates:—

24th June, 1911 .....	\$ 100
8th August, 1911 .....	300
19th August, 1911 .....	700

---

\$1,100

making up the amounts of the two notes sued on.

The plaintiff has been examined at very considerable length with a view of shewing that defendant was to have a bonus and commission in respect of the advance of \$10,000 in addition to what is stated in the written agreement.

In questions 105 and 106 plaintiff was asked if he had been negotiating with any one else and if he had not offered them a bonus. He admits having had negotiations but declines to say what were the terms offered.

This he cannot be obliged to do. What terms he might offer to some one else would not be any evidence of what he offered to defendant. Then defendant wants to go into all the transactions of the plaintiff from 9th June, 1911, and have production of all his cheques entered in his bank book