

George J. and Musgrave. Matthew lived with Musgrave during his later years, and being somewhat feeble the Musgraves took care of him, and he took a general oversight of Matthew's affairs. Matthew dying in 1888, the will should have been immediately proved, but Musgrave did not present it for probate until 1896. George J. was living in Montreal at his brother's death, and continued to live there until he died, a year or more ago. At Musgrave's instance George renounced the executorship. Meanwhile Musgrave has been in full control of the lot willed to George, received all the rents and accounted to nobody.

Now that he is called upon to account he makes up a large bill which he says he had paid out on account of the place. The only evidence in support of this claim is his own, and should be received with caution. He swore that he made an agreement with Matthew Bradley by which he was to have the lot in question absolutely for his own, and he swore also that in 1889 or 1890, George J. Bradley confirmed this. Apart from the fact that real estate cannot be acquired by mere verbal agreements, he is conclusively contradicted on this point by his own letter to George J. Bradley in 1901, in which he offers him \$200 for the lot. Nevertheless, as no attempt was made to contradict his statement of expenditures on this house and lot, I feel I must accept his statement on this point. I am inclined to think if he expended money on the repairs of the house under the sanction of the owner he is entitled to be repaid the money so expended, as also for the taxes.

		Amount paid for remodelling the house.....	\$600 00
	"	" taxes	240 00
1900	"	" repairing wall	15 00
1904	"	" installing water	30 00
1906	"	" extra work	32 00
1907	"	" shingles and labor new roof.	33 00
	"	" putting in stairs	30 00
1906	"	" painting and papering 3	
		rooms	15 00
	"	" sealing kitchen and pantry	
		storm doors	9 00
		Repairing stairs, platform..	7 00
		Glazing and painting doors,	
		windows, &c.	5 00
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			\$1,016 00