

Q. Did he make any charge against the money? A. Well, of course, in the event of his needing money, he was to be provided with all the money he wanted. Mrs. Keyes at this time was there, and he stated that he would be willing that the expenses about the town would be paid.

Q. That is funeral expenses? A. Yes.

Q. And other expenses? A. Yes.

Q. And were they paid? A. Yes.

Q. And did Mrs. Keyes promise to do that? A. Yes, Mrs. Keyes, I think, promised to do that.

Q. She promised to pay these debts? A. Yes."

It was the idea of Dr. Hillyer that the money was to pay debts—that he was responsible with Mrs. Keyes for the payment of these debts and after they were paid, the balance of the money was to go to Mrs. Keyes. Mrs. Keyes in her evidence simply states that she heard the evidence of Dr. Hillyer, and agrees with it.

As to what took place in order to carry out the intentions of deceased whatever the real intentions were, there seems to be no dispute—Dr. Hillyer's account of it is, that deceased took from his pocket book a blank check on the Bank of Montreal. Mrs. Keyes at request of deceased got the pocket book out of the desk and handed it to deceased. He took the check and signed it in blank. He apparently so signed as he did not know exact amount to his credit at the bank. He said that the deceased told him to go to the bank with the check—get the amount, fill it up and place the money to the credit of himself and Mrs. Keyes. On the following day Dr. Hillyer took the check so signed in blank, to the bank—and the manager at the request of Dr. Hillyer filled in date, 3rd October, 1911, made it payable to defendants or bearer—filled in the proper amount having added interest, making the amount in all \$530.95, added the words "new account," and wrote across the face of the check the words "savings bank." The new account was opened, starting with the credit of \$530.95 as of the date October 5th, 1911. Charles died on the 8th October, 1911. In due course on the 12th March, 1912, the plaintiff obtained letters of administration to the Surrogate Court of the united counties of Northumberland and Durham—and as administrator, claims the money, viz., the \$530.95 and interest thereon. By arrangement the money remains in the bank—awaiting the determination of this action.