

was in possession of the promissory note for \$5,300, signed by him. We talked the matter over, and our understanding was, that this note was not to be collected unless I was put to a certain amount of expense, if an investigation was to be made; and when everything was over, I was to take whatever expense I was put to out of this document. He then left and went back home."

The evidence of the Kinnear family, as to these three visits is quite different.

They state that the \$60 or \$65 had been given to Mr. Whitelaw before he left their house. That immediately after his leaving they discussed the arrangement and considered it quite imprudent; that it was suggested amongst them, Mr. Whitelaw would get himself into trouble, particularly as he would not be able to account to the Inspectors for the envelope having been cut at the end and remucilaged; and that Mr. Kinnear was immediately despatched after Mr. Whitelaw for the purpose of drawing his attention to the matter, and to dissuade him from any attempt to carry out the arrangement; that this first visit was so soon after Mr. Whitelaw's leaving, that Mr. Kinnear almost expected to overtake him before he reached his house; that Mr. Kinnear returned saying that Mr. Whitelaw felt convinced the arrangement could be carried out without any great difficulty, and persisted in it; that the matter was again discussed among themselves, and it then occurred to them Mr. Kinnear might be compromised, if Mr. Whitelaw handed over the \$60 to the Inspectors, inasmuch as they had examined his cash-box, and might have taken the numbers or denomination of the bills and might recognize them as Mr. Kinnear's, where upon Mrs. Kinnear went to her son's room and obtained from him a similar amount out of a sum of \$100 which the son had provided himself with a short time before he broke his leg, as money he would require when he went to Montreal to college; that the second visit was for the purpose of exchanging the money with Mr. Whitelaw and that the second visit was made expressly for that purpose and that the money was then exchanged; that Mr. Kinnear brought back to his house the money which he was afraid the Inspector would recognize, and left with Mr. Whitelaw the other bills he had obtained from the son's money; that, later in the night, they continued to be quite disturbed and dissatisfied with the whole arrangement, and feared that they too might be compromised, that they finally resolved that he personally would have nothing more to do with it; and that Mr. Kinnear's third visit during the night, was for the purpose of getting back the son's money, and telling Mr. Whitelaw, that he would not consent to the arrangement; that Mr. Kinnear did get back the money, and made known his determination to Mr. Whitelaw to have nothing to do with it.

These are the opposite versions of what took place that night. It is clear they differ most materially, and whichever is accepted as true must stamp the opposite version as untrue.