

gave to the said Edward Leadlay securities for assuming such indebtedness, and the appellants' statement that the said Moore gave the said Edward Leadlay a note for \$4,600 is incorrect and misleading.

(2) There was absolutely no reason, and no consideration for the said Edward Leadlay assuming or guaranteeing such indebtedness of the said Moore to the appellants, and there is no evidence of any binding arrangement or agreement between the appellants and the said Edward Leadlay."

And in paragraph 3 the facts as to the note are set out substantially as in the present case they have been found to be.

With regard to the \$3,279.22, at p. 14 of the reasons against the appeal they state: "(1) The above amount has never been paid to or received by the respondents, the Leadlays.

(2) The facts regarding this item are as follows: The appellants under an agreement with the said Edward Leadlay and Thomas Hook were entitled to obtain partial releases of lands from the mortgage in question upon payment of \$3 per acre. In or about December, 1895, the respondent, John T. Moore, then manager of the appellants, applied to the said Leadlay and Hook for a release of certain lands from the said mortgage and to obtain said release gave to the said Edward Leadlay and Thomas Hook, his, Moore's, note for the amount required to obtain such release, and the said Leadlay and Hook then gave the release as asked for, and gave the receipt in question. The said Edward Leadlay and Thomas Hook, however, never agreed to accept said note in payment of the amount, and never agreed to replace the appellants from payment of the said amount, and never made any other agreement, and there was no other understanding excepting that credit should be given for the amount of said note when and in case the same should be paid.

(3) Not only is there no satisfactory evidence whatever to support the appellants' contention, but there is also no corroborative evidence to support their contention as required by the Evidence Act, R. S. O. (1914), ch. 76, sec. 12."

Now, turning to the reasons for appeal of the present appellant and his wife (p. 16 of the appeal case), they say: "These respondents adopt and support the reasons of their co-respondents, the Leadlays, against this appeal as to this