

E., "Now Mr. E., do you think this is all right?" and he said "certainly, you can depend on it; it will be all right."

The advertisement will be found in the report of the case of *McKim v. Bixel* (1909), 19 O. L. R., at pp. 82, 83—and as will be seen some subscribers were obtained. On November 29th, Warren writes E., the solicitor for Wiley: "You were to let me have on Monday last the actual transfers from Mr. Wiley covering particulars of agreement with Mr. Campbell. Will you please see that I have this in possession to-morrow morning." Such conveyances were urgently call for, as the advertisement which had been very extensively placed, read: "Title to all mineral lands is and will be vested in the Trusts and Guarantee Company, Limited," and an honourable company would see to it that this was done at the earliest possible moment. December 3rd, Mr. E.'s firm reply, saying: "Mr. W. wrote to his brother . . . for the original certificates so that a transfer could be drawn to you and deposited with you as arranged . . . I got Mr. W. . . . this morning to write to the Registrar for the necessary description. In the meantime I understand that Mr. Campbell has deposited with you a written undertaking from Mr. Wiley to transfer the property." December 31st, E. writes his client A. M. Wiley, enclosing "two separate deeds from yourself to the T. & G. Co. and one transfer under the Land Title from yourself to the T. & G. Co. This is for the purpose of carrying out your arrangement with Mr. Campbell," and January 8th, the documents are returned to E. executed, A. M. Wiley saying in the covering letter: "Now I want you to look after the transference of these documents to the Trust Company in such a way that I cannot possibly be tied up and that Campbell must pay me the \$30,000 which he promised to do." February 14th, Warren writes E. again for "the transfers to us of the Wiley properties. Will you please let me have them at once in pursuance of the undertaking we have." February 16th, E. answers that he would be glad to hand over everything he has but, "I have instructions from Wiley that Campbell has not carried out his arrangement with him," and he asks for a copy of the undertaking. February 16th, Warren writes, "unless I receive the documents at once it seems to me that I must take immediate action. I do not know of any obligation on Campbell's part to Wiley. In fact Wiley told me verbally that there were no conditions, and I insisted upon that understanding being put in writing. I have been told by yourself that the only