

By the time all these adjustments were made and other matters had been arranged, one o'clock had arrived. Mr. Case then found that the senior members of the firm were away from the office and apparently the purchase money was not on hand. He was somewhat chagrined at the situation, and, I think imprudently, telephoned to the Street Railway Offices to see if he could get the money from Mr. Fleming, without first taking precautions that his conversation could not be overheard. Mr. Fleming was also out, and it became clear that it would be impracticable to close the transaction, owing to the early hour at which banks and registry offices close on Saturday. He asked the other solicitors to allow the matter to stand until Monday. To this they finally agreed, and left the office. They, however, shortly afterwards returned, and Mr. Smith took the position in which he was backed up by Mr. Bond, that Mr. Finkleman had been communicated with and would not allow the matter to stand until Monday unless \$1,000 was paid on the Saturday.

There was no need for any anxiety as to the final closing of the transaction. Five hundred dollars had been paid as a deposit. But Mr. Case agreed to pay the \$1,000 asked rather than permit any question to be raised. He, therefore, paid to Mr. Smith the \$1,000. Mr. Smith was entitled to receive this, as Mr. Finkleman had signed an order directing the money to be paid to his solicitor. Then Mr. Case adopted the precaution of having the extension until Monday evidenced by writing, and a memorandum was signed by the three solicitors, by which they mutually consented to the extension of the closing until Monday the 17th.

On Monday the 17th apparently concerted action took place between Smith and his client to frustrate the closing on that day. The money was forthcoming; Mr. Bond was found and he was apparently willing; but Mr. Smith dodged all endeavours to obtain an appointment. When found he did not know when he could close; and finally he said that his client had taken away the deed which had been executed some days previously—the affidavit of execution is dated the 14th November—and upon tender of the money being made he declined to do anything. Tender was made also to Vanderwater, but he repudiated all knowledge of the matter.