owned, and the contention with regard to it is somewhat similar to that as to the note for $4,600. A promissory note for $3,279.22 he says, and there is evidence to substantiate his statement, was made by him on the mortgage; that being the case, he says he should not be charged as the company has received the benefit of it. This note for $3,279.28 was dated 5th December, and was drawn at six months. Leadlay and Hook were the mortgagees of the property for a large amount, and by agreement made in 1895, it was arranged that the mortgage debt should be postponed to the floating indebtedness of the appellant, which included the indebtedness in respect of the two notes upon which, as I should have mentioned, the company was the endorser.

On the 2nd of March, 1900, an arrangement was made by which the company released its equity of redemption in the mortgaged property, the mortgagees assuming and agreeing to pay off the floating indebtedness of the company, and the company retaining some of its assets, and everything was supposed then to be closed up. Subesquently an action was brought by the company to set aside the release, and the litigation resulted in its being set aside, and the company being let in to redeem on payment of liabilities which had been assumed by the mortgagees, as well as the amount of the mortgage debt.

It is somewhat singular that in the previous litigation the company, relying on the statement of the appellant as to the arrangement he had made with Leadlay, sought to get credit for these two sums on their mortgage debt. That was resisted by the mortgagees, but the Master-in-Ordinary charged them with these two sums. See *Saskatchewan Land & Homestead Co.* v. *Leadlay*. Upon appeal to Mr. Justice Teetzel, the ruling of the Master was reversed, 14 O. W. R. 1096; 1 O. W. N. 228, and upon further appeal to the Court of Appeal, the judgment of Mr. Justice Teetzel was affirmed; 16 O. W. R. 890; 2 O. W. N. 1.

It is somewhat singular, in view of his present contentions, that in the reasons for appeal of that case, the present appellant took the position he did. On page 11 of the appeal case, in the reasons against the appeal it is said: "(1) There is no reliable evidence whatever to support the appellant's contention that the late Edward Leadlay assumed or guaranteed the defendant John T. Moore's liability of $4,600 to the appellants, and that the said defendant Moore