

handwriting of Andrew Bailey, Defendant's son. I have examined the said *Blotter or Day-Book* and find that there are no corresponding entries under the dates May 24th, and September 13th, as they appear in said *Ledger* at Page vi, and in the said account marked "N." From what I know of the business of the late Joseph Bailey, it seems to me extremely improbable that he should have allowed such a sum, as a sum of seventy-nine pounds sixteen shillings and four pence to remain in the Plaintiff's hands from the 24th day of May 1853, and the further sum of six pounds five shillings from the 13th September, up to the 12th day of March, the period of his death. I know that it had for years been the habit for men of business in Sherbrooke, to accommodate each other by carrying money into Montreal, and paying it to their creditors, and of bringing money from Montreal for others, and paying it immediately over. I do so myself different times when I was in business, and I never thought under such circumstances of taking a receipt on paying over the money. Such things were considered a neighborly act, and were never looked on as a matter of business.

Cross-Examined—It is impossible for me to state the precise conversation which took place between Mrs. Bailey and the Plaintiff, but my impression then was and still is, that these things were turned out by her in part payment of a debt due to the Plaintiff by her late husband. When I went into the Room, Plaintiff and Mrs. Bailey were together, and Mr. Woodward was anxious that she should pay the account, as he wished to go to Montreal, and she declined going so, saying that she wished to look the accounts over. Mrs. Bailey did not say anything either at the time when Mr. Woodward presented his account, or at the time when she sold the goods in part payment was there anything said by her about any money paid by "Nelson and Butters" to Plaintiff.

EXTRACT from the Deposition of ALEXANDER D. BURNS, of SHERBROOKE, CARPENTER; taken 16th December, 1856.

I remember a conversation that took place between Mr. Bailey and the Plaintiff shortly before Bailey's death. This was in Plaintiff's store, Mr. Woodward wished or asked Mr. Bailey to settle his account. Bailey said there was no hurry as he was expecting several hundred Dollars from Montreal, and also money from Stanstead, to whom he had sold pails, and then when he received that he would pay Mr. Woodward money. I do not remember what was said about the amount but I understood from what they both said, that the amount was considerable which Bailey then owed. I do not recollect now what was said about the amount, or whether anything was said about the amount but I got the impression then that it was quite large.

EXTRACT from the Deposition of WILLIAM RITCHIE, of SHERBROOKE, ESQUIRE; taken 20th April, 1858.

In 1853 I had business transactions with the Plaintiff, I should think that in May of that year the Plaintiff was of good standing in regard to money matters, and was not particularly pressed for money. The late Joseph Bailey, in that year carried on the manufacture of pails which was his only employment to my knowledge, and most of the pails made by him he was in the habit of sending to Nelson and Butters of Montreal, and I should suppose that the principal moneys received by him would come from them.

EXTRACT from 2nd Deposition of WILLIAM BROOKS; taken 20th April, 1858.

In January 1853, the late Joseph Bailey gave me a note for sixty pounds three shillings and six pence, currency, payable by him on the 2nd day of June following, at the City Bank of Montreal, on the first day of June of the same year I sent in the money to take up the note, I made no charge in my Books against the said late Joseph Bailey, on account of the said note which was due by him to me, and I have no doubt that he paid it to me about the time it became due. The said late Joseph Bailey was then manufacturing pails which was his principal business and the largest part of the pails were sent to Nelson and Butters, of Montreal.

EXTRACT from the Deposition of CARRY M. HYNDMAN, of SHERBROOKE, ESQUIRE; taken 21st April, 1858.

I remember at the time of the conversation of the boiler plate and the large tub of sugar not long before his death, hearing him (the late Mr. Bailey) say that the firm of Nelson and Butters, of Montreal, were owing him a large sum of money for pails he had sent them, and that he expected the money soon, and that when he got it, he would let him have some on account, as he was deeply in debt to them. I understood from the conversation of Bailey that he was a good deal in debt to Plaintiff at that time.