

was not allowed to provide for or superintend. He should have insisted upon being allowed to take the matter into his own hands, and have made the defendants understand that unless he was allowed to do so he was to be relieved and discharged from liability for this part of the work. He did not take this course. Though he was aware of the work that was being done, all he did was to object to Webb that it was too heavy and expensive, and to go, accompanied by Webb, to the defendants' office to see if the plans could not be altered. This action was quite consistent with his considering himself liable; otherwise why interfere at all?

His liability to replace the Kingsley boilers, free of charge to the defendants notwithstanding the manner in which the brick work part was carried out. Neither by agreement or conduct on their part did the defendants discharge him from such liability.

Then, when the time came for settlement upon his contract with the defendants, the question of the payment for the brick work in connection with the new boilers was brought up, in consequence of Wylie having learned that Campbell had refused to recognize his liability to pay Webb, and that the latter was looking for payment to the defendants. A dispute arose, and the matter was compromised by the defendants agreeing to pay Campbell the whole of the \$962 balance of the contract and other work, and Campbell agreeing to pay Webb the amount of his claim, and this arrangement was put into writing and signed by Campbell. The compromise and the payment in pursuance thereof was sufficient consideration. But there was also the previous existing liability as between him and the defendants arising from his agreement to replace the boilers free of charge to the defendants.

Campbell testified that when he signed the paper of the 17th November, 1900, containing this arrangement, Wylie assured him that he would get the defendants to make an allowance in respect of the brick work, and that he signed on that condition.

In view of his existing liability, his signature to that paper was not necessary. But, whether or not that is so, his evidence shews that he understood the effect of the paper. What he now seeks to prove is inconsistent with its terms, but in any case all he proves is that, wisely or unwisely, he was willing to trust to Wylie's good offices with his co-directors and to take the money upon the terms stated in the writing.

The appeal should be dismissed.