

everything was arranged, and so did I until I got your first letter. Something must and will be done soon, and I hope you will not take any proceedings against us without further notice. I am very sorry you have this trouble getting your money, which should have been paid long ago." . . .

McNaughton said he was quite satisfied that the words "acting executor" were not in the document when he signed it. The agreement is said to have been in duplicate, and there is evidence that a duplicate of it was thrown off by the typewriter, and Mr. Pringle supposed that the duplicate was given to Mr. McNaughton to shew his co-executor. Mr. Pringle said that he desired its execution by the co-executor, but Mr. McNaughton stated to him that it was unnecessary to ask Mrs. Wightman to sign it, that she had not interfered in any way in the estate, and he was the acting executor, and therefore all that was necessary was that he should sign it in order to bind the estate; and, in consequence of that statement being made, Mr. Pringle says that the words "acting executor" were added. I find that the words were added before execution by Mr. McNaughton. . . .

On 21st March, 1901, the executors of Wightman, through Leitch & Pringle, paid to Judge Carman, \$426.98 in full of interest up to 15th January, 1901, and on 15th July, 1904, they paid, through Leitch & Pringle, \$505.75, being the interest up to 15th June, 1904. . . .

By the agreement entered into with Carman on 15th January, 1898, no new liability was created by the executors of Wightman. The executors of Purcell had commenced proceedings to enforce their claim under the McCrimmon mortgage, which John Wightman the elder had impliedly covenanted to pay. And it is clear from the will of John Wightman that he intended that the land which he had conveyed to his son John should be freed from that incumbrance. The executors regarded it as a liability of the estate, and so treated it, for they arranged that the McCrimmon mortgage should be transferred from the Purcell estate to Carman, and entered into the agreement, already referred to, to pay that mortgage.

If John Wightman had lived for say two years after the making of his will, and in the meantime had withdrawn all the moneys and securities from the hands of Leitch & Pringle, it is, I consider, clear that the executors must have