

Mr. Alex. Bruce was one of the guarantors. He was acting as solicitor for the bank, and was pressing Stuart for a transfer of all his assets, other than his household furniture and the pension of \$5,000 which he received—mainly through Mr. Bruce's efforts—on retiring from the presidency of the Bank of Hamilton. The interest of Mr. Bruce, both as one of the guarantors and as representative of the bank in the negotiations for the transfer, was opposed to the interest of Mr. Stuart and his wife; as Mr. Stuart, at least, fully realized. Stuart was keenly alive to his own interests. No one can read the correspondence which he conducted without being impressed with his thorough comprehension of the situation. He says that he trusted Mr. Bruce. He might well trust that gentleman, though aware that Mr. Bruce was himself liable upon a guarantee, and was acting for the bank. Any one who knew Mr. Bruce as Mr. Stuart knew him would trust him, in any circumstances. No lawyer of this province ever had a deservedly higher reputation than Mr. Bruce enjoyed, and still enjoys.

But it is shewn by the bills of costs in evidence rendered that after June, 1903, Mr. Bruce acted as solicitor for Mr. Stuart only in two small transactions, both in January, 1904. Mr. Stuart says, in answer to his counsel:—

"165. Q. Now was Mr. Bruce connected with these negotiations? A. He was.

166. Q. Was Mr. Bruce the solicitor? A. It was then I discovered I had to part with him.

167. Q. But during the negotiations he was acting as your solicitor? A. I thought so."

Little as this is, the witness had to be led to say it. But any confidence Mr. Stuart reposed in Mr. Bruce was with the knowledge that Mr. Bruce had adverse interests; and that confidence was not misplaced. Stuart shews himself throughout, as capable as Bruce, of transacting the business on hand; and Mr. Bruce appears to have always have acted fairly, honestly, and honourably.

In June there are indications that Stuart and Bruce were beginning to draw apart. The "My dear Mr. Stuart" of May 31st becomes "Dear Mr. Stuart" on June 15th, and "Dear Sir" on June 24th, when Mr. Bruce sent him a draft of a proposed settlement with the bank.

In John Stuart's letter to Mr. Bruce of July 1st, 1904, reference is made to the draft agreement, and to a memoran-