

On 8th March, 1893, John Wightman and his wife (to bar dower) conveyed this land to his son John Wightman the younger, the consideration being natural love and affection and \$1. The grantor covenants that the grantee shall have quiet possession of the land free from all incumbrances, and that he has done no act to incumber the lands.

John Wightman the younger . . . in 1892 was let into possession of the land by his father, and has remained in uninterrupted possession ever since.

John Wightman the elder died on 15th April, 1897, having on the 9th of that month made his will, which contains the following direction: "I direct that out of the moneys, securities for moneys, etc., in the hands of Leitch & Pringle the mortgage now standing upon the property of my son John Wightman be fully paid and discharged."

In January, 1898, the interest on the mortgage given by McCrimmon to Purcell being largely in arrear, the solicitors of the Purcell estate served notice under the power of sale in the mortgage, or the copy of a writ which they had issued, on Mr. McNaughton, one of the executors, and upon William Wightman, who was living with his mother on the homestead farm. . . . Immediately after the service of this notice or writ, a consultation was held between the two executors, Mrs. Wightman and Mr. McNaughton, and it was concluded that some immediate action should be taken, and Mr. McNaughton and William Wightman (at his mother's request) came to Cornwall and saw Mr. Pringle and wanted to obtain from him sufficient money to meet this claim of the Purcell estate. . . . One of them had a copy of the notice or writ, which was given to Mr. Pringle.

Mr. Pringle said that the firm of Leitch & Pringle had not sufficient funds of the Wightman estate in their hands to pay the whole amount due on the Purcell mortgage, but they had \$419.45, which they would pay on account of the interest, which would leave a balance of \$2,200 due for the principal and interest. Mr. Pringle said he would see Judge Carman and ascertain if he had \$2,200 to lend, which would be sufficient, with the \$419.45, . . . to pay off the Purcell mortgage. Mr. Pringle saw Judge Carman, who told him that his (Carman's) wife could let the Wightman estate have the \$2,200, and he gave Mr. Pringle a cheque for the amount, he (Carman) supposing he would receive a new mortgage from the executors of Wightman. In this nego-