

39, 1930

In the Privy Council.

No. 56 of 1929.

ON APPEAL FROM THE APPELLATE
DIVISION OF THE SUPREME COURT
OF ONTARIO.

BETWEEN

ELIZABETH BETHUNE CAMPBELL - - (*Defendant*) *Appellant*

AND

W. D. HOGG AND THE TORONTO GENERAL
TRUSTS CORPORATION - - - (*Plaintiffs*) *Respondents.*

RECORD OF PROCEEDINGS.

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ON APPEAL FROM THE APPELLATE
DIVISION OF THE SUPREME COURT
OF ONTARIO.

BETWEEN

ELIZABETH BETHUNE CAMPBELL - - (*Defendant*) *Appellant*

AND

W. D. HOGG AND THE TORONTO GENERAL
TRUSTS CORPORATION - - - (*Plaintiffs*) *Respondents.*

RECORD OF PROCEEDINGS.

No. 1.

Statutory Declaration of W. D. Hogg.

IN THE SURROGATE COURT OF THE COUNTY OF YORK IN THE ESTATE OF
LADY ELIZABETH MARY HOWLAND, Deceased.

I, WILLIAM DRUMMOND HOGG, of the City of Ottawa, in the
County of Carleton and Province of Ontario, Barrister-at-Law, DO
SOLEMNLY DECLARE:

1. THAT the late Lady Howland was in her lifetime my sister-in-law,
being the sister of my wife.

10 2. THAT the said Lady Howland's first husband was the late James
Bethune, Q.C. of Toronto, who died in the month of December, 1884.
Shortly after Mr. Bethune's death his widow asked me to aid her in realising
the estate of her then late husband, to assist her in the sale of the real
estate, in collecting in the Insurance Policies and arranging to establish an
income for her by investing some of the proceeds of the realization of the
estate.

3. THAT from the early part of the year 1885 until the year 1922, I
invested and re-invested such amounts as my sister-in-law sent me for that

*In the
Surrogate
Court.*

No. 1.
Statutory
Declaration
of W. D.
Hogg, 29th
November,
1926.

*In the
Surrogate
Court.*

No. 1.
Statutory
Declaration
of W. D.
Hogg, 29th
November,
1926—
continued.

purpose, collected interest on the amounts so invested and reinvested, and I paid over to her from time to time interest, and such portion of the principal as she called for as it became due and payable.

4. THAT the relations between the late Lady Howland and myself were of an intimate and friendly character as relatives in the same family. Her visits to my house in Ottawa were in the early years frequent and on such visits I took occasion to acquaint her more particularly as to the position of the investments I had made for her and many times on such occasions I paid her sums of money which were at the time in my hands.

5. THAT in the year 1895, on the occasion of a visit by me to her home in Bedford Road, Toronto, my sister-in-law spoke to me about a marriage with Sir William Howland, and said that she would require some money in connection with the approaching marriage, mentioning \$500.00 or \$600.00. I was not sure at the moment that I had any funds of hers in my hands but promised when I returned to Ottawa to send her the amounts she desired. I found on my return that there was no money of hers in my hands, but I sent a cheque for \$600.00 knowing that it would be returned to me at some future time but as time went on and her requirements seemed to be large the repayments of the advance was allowed to stand. 10

6. THAT in regard to the small mortgage of Belzmere Larocque, that mortgage was paid off in June, 1913, at which time the balance of the mortgage had been paid in to me and the sum of \$129.64 which was apparently the balance due on the mortgage, was included in a larger cheque and was paid over to Lady Howland. The first payment on this mortgage must have been made some time prior to 1913, but I have no record or books prior to 1913 containing any entries in regard to Lady Howland's affairs. 20

7. THAT in regard to the McAmond and Martin loans I have already explained that these men were as I understood related by marriage and that they carried on a Market business, buying produce and provisions through the country and selling on the market. They paid off their respective loans in the month of March, 1917, after ascertaining from me the amounts necessary to release them. They had paid the interest on the loans in the month of February preceding. They brought me Bank Drafts for their respective amounts of principal of the loans. I have no recollection of what Bank they were on. There were some twelve or thirteen Banks doing business in Ottawa at that time, and it might be any one of them. About the middle of March, 1917, I had occasion to go to St. Catharines in connection with a Patent Action in which I had been retained by the McKinnon Company of that City, and as the Drafts had come into my hands about that time and were made payable to Lady Howland I took them with me and handed them to her. I did not obtain a receipt for them. 30 40

8. THAT in regard to the small yearly charge which I placed in the statement, the subject of remuneration to me for my services was often the subject of discussion and conversation. The matter was brought up on such occasions by my sister-in-law insisting that I should receive some

fee or remuneration for my services. During the early years after Mr. Bethune's death and while her family were young and dependent I did not accede to her request in this regard. Later on, however, when the children became married or at least self-supporting my sister-in-law again brought up the question, she suggesting that I should be paid \$50.00 a year for looking after her affairs. I concluded the matter by saying that \$30.00 per annum would I thought compensate me for the work I had done and the disbursements I had been making. I did not at once charge up the arrears as apparently all the money I got in was required and I allowed the
 10 claim to stand for future adjustment.

*In the
 Surrogate
 Court.*

No. 1.
 Statutory
 Declaration
 of W. D.
 Hogg, 29th
 November,
 1926—
continued.

9. That I have now been asked to account in regard to the mortgages and securities which were in my hands at the time Committee was appointed by the Court for the person and estate of the late Lady Howland. This I have done as far as it was possible, and have embodied in the statement the charge for services over the period I was looking after her money in Ottawa, being about forty years. The balance which that statement shows namely, \$581.00 is due to the estate. All the above statements made by me are true in substance and in fact to the best of my knowledge, information and belief.

20 AND I make this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act, Revised Statutes of Canada, 1906.

DECLARED before me at the City
 of Ottawa in the County of Carle-
 ton this 29th day of November,
 A.D. 1926.

W. D. HOGG.

H. D. McCORMICK,
 A Commissioner, &c.

30

No. 2.

Petition of W. D. Hogg to pass his Accounts.

IN THE SURROGATE COURT OF THE COUNTY OF CARLETON IN THE MATTER
 OF THE AGENCY OF W. D. HOGG, K.C., AND IN THE ESTATE OF LADY
 ELIZABETH MARY HOWLAND, Deceased

No. 2.
 Petition of
 W. D. Hogg
 to pass his
 accounts,
 7th Janu-
 ary, 1927.

The Petition of William Drummond Hogg, of the City of Ottawa, in the County of Carleton, Barrister-at-Law, SHEWETH AS FOLLOWS:

1. THAT for a long period of time extending from the year 1885 to the year 1922 your petitioner acted as Agent for the late Lady Elizabeth Mary Howland and received from her during that period from time to time
 40 sums of money to be invested on her behalf.

*In the
Surrogate
Court.*

No. 2.
Petition of
W. D. Hogg
to pass his
accounts,
7th Janu-
ary, 1927—
continued.

2. THAT during the said period your petitioner made investments of the said money and reinvested the same or portions thereof in mortgages upon Real Estate and in other securities and from time to time paid the said Lady Howland the interest derived from such investments and also from time to time upon her request returned to her portions of the capital funds.

3. THAT in the year 1922 owing to the failing health of the said Lady Howland The Toronto General Trusts Corporation were appointed a Committee of the property of the said Lady Howland and your Petitioner then delivered to the said Committee all mortgages in his hands and during the latter part of the year 1922 and until the death of the said Lady Howland the said Committee had charge of the said mortgages and collected the principal and interest thereon. 10

4. THAT the said Lady Howland died on or about the 14th day of August 1924 intestate, and the said The Toronto General Trusts Corporation were duly appointed the administrators of her estate and have continued to act as such to the present time.

5. THAT the said administrators are now desirous as such to wind up the affairs of the said estate and have requested your petitioner to prepare a statement of his accounts respecting his dealings with the said funds before mentioned and to have the said accounts audited and passed upon by this Honourable Court. 20

6. Your Petitioner has therefore brought into and filed with the Registrar of this Court a full and correct statement of his dealings with the said funds.

7. Your petitioner therefore prays that the said accounts may be audited, taken and passed by and before this Court.

8. THAT your Petitioner further prays that he may be allowed a fair and reasonable allowance for his care, pains, trouble and time expended in connection with the said investments of money as aforesaid and for his work and services in connection with the same. 30

9. THAT your Petitioner has not hitherto been allowed any compensation for the services in the last preceding paragraph either by this Court or by any other competent Court.

10. THAT the Toronto General Trusts Corporation as administrators of the estate of the said Lady Elizabeth Mary Howland are interested in the auditing, taking and passing of the accounts in the above estate and the only persons interested as beneficiaries in the estate of the said Lady Howland are Mrs. Cora Lindsey, Toronto, Mrs. A. W. McDougall, Montreal, and Mrs. Elizabeth Campbell of the City of Boston, Massachusetts, United States of America. 40

DATED the 7th day of January A.D. 1927.

W. D. HOGG,
Petitioner.

No. 3.**Appointment of His Honour Judge Mulligan to pass Accounts.***In the
Surrogate
Court.*

IN THE SURROGATE COURT OF THE COUNTY OF CARLETON IN THE MATTER
OF THE AGENCY OF W. D. HOGG, K.C., AND IN THE ESTATE OF LADY
ELIZABETH MARY HOWLAND, Deceased.

No. 3.
Appoint-
ment of His
Honour
Judge
Mulligan to
pass
accounts,
7th
January,
1927.

UPON reading the petition of William Drummond Hogg of the City
of Ottawa, Barrister-at-law, respecting his Agency for Lady Elizabeth
Mary Howland, late of the City of Toronto, Widow, Deceased, and the
Petitioner having brought in and deposited with the Registrar the accounts
of all receipts and expenditures in respect of the said Agency, I APPOINT
10 Thursday the 27th day of January A.D. 1927 at half past Ten o'clock
in the forenoon at my Chambers in the Court House at the City of Ottawa
as the time and place for the purpose of examining, auditing and passing
the said accounts.

AND I DO ORDER that all persons who are or may be interested in
the said Agency do attend at the said time and place if they so desire and
that in the event of their non-attendance the said matters may be
proceeded with in their absence.

AND I DO FURTHER ORDER that a copy hereof be served upon
20 The Toronto General Trusts Corporation and a copy mailed to Mrs. Cora
Lindsey, Toronto, Mrs. A. W. McDougall, Montreal, and Mrs. Elizabeth
L. Campbell of Boston, Massachusetts, at least fifteen days before the date
of the Appointment above mentioned.

DATED AT OTTAWA the seventh day of January A.D. 1927.

J. A. MULLIGAN,
Judge of the Surrogate Court of the
County of Carleton.

(Seal)

No. 4.**Affidavit of W. D. Hogg verifying Accounts.**

No. 4.
Affidavit of
W. D. Hogg
verifying
accounts,
filed 7th
January,
1927.

30 IN THE SURROGATE COURT OF THE COUNTY OF CARLETON.

IN THE MATTER OF THE AGENCY OF W. D. HOGG, K.C., AND IN THE
ESTATE OF LADY ELIZABETH MARY HOWLAND, DECEASED.

I, WILLIAM DRUMMOND HOGG, of the City of Ottawa in the
County of Carleton, Barrister-at-Law, make oath and say :

1. THAT the sheets hereto attached numbering from 1 to 15 contain
a true and accurate statement of the account of my dealings with the

*In the
Surrogate
Court.*

No. 4.
Affidavit of
W. D. Hogg
verifying
accounts,
filed 7th
January,
1927—
continued.

funds of the late Lady Elizabeth Mary Howland, to the best of my knowledge, information and belief.

SWORN before me at the City of }
Ottawa in the County of Carleton } W. D. HOGG.
this 5th day of January A.D. 1927 }

F. S. DUNLEVIE,
A Commissioner, &c.

Filed Jan. 7, 1927.
CHARLES L. BRAY,
Clerk County Court,
Reg. Sur. Court.

10

No. 5.
Statement
of accounts
annexed to
No. 4.

No. 5.

Statement of Accounts annexed to No. 4.

**STATEMENT OF RECEIPTS AND DISBURSEMENTS in the Agency
of W. D. HOGG, K.C., acting on behalf of the late LADY ELIZABETH
MARY HOWLAND.**

1886.			1886.		
June 17	Paid Mrs. Bethune	\$203.00	June 17	Received on a/c. Int.	\$203.00
July 8	" " "	15.00	Aug. 4	Interest on Mtges.	112.50
Aug. 4	" " "	112.50	Nov. 3	Interest on Brophy Mtge.	54.00 20
Nov. 3	" " "	54.00	Dec. 15	Interest on McAmond & Martin loans.	53.00
19	" A. Christie & Co. for Mrs. Bethune.	3.65	20	Interest on Douglas Kavanagh, Brophy & J. Martin loans.	157.00
Dec. 15	Paid Mrs. Bethune re McAmond & Martin.	53.00			
20	Paid Mrs. Bethune Int. on loans.	157.00			
1887.			1887.		
Jan. 18	Paid J. A. Wilson for Mrs. Bethune.	2.50	Jan. 21	Interest on Douglas Mtge.	75.00
21	Paid Mrs. Bethune	75.00	Mar. 12	Interest on Gisborne Mtge.	150.00 30
Mar. 12	" " "	150.00	Apr. 30	Interest on Mtges.	80.00
Apr. 30	" " "	80.00	June 12	Interest on Mtges.	150.00
June 12	" " "	150.00	Sept. 2	Interest on Gisborne Mtge.	150.00
Sept. 12	" " "	150.00	Oct. 19	Interest on Martin Brophy & Kavanagh loans.	134.00
Oct. 19	" " "	134.00	Dec. 6	Interest on Brophy & McAmond loans.	48.00
Dec. 6	" " "	48.00			

1888.				1888.			
Jan. 7	Paid Mrs. Bethune	79.20		Jan. 7	Interest on loans.	79.20	<i>In the</i>
30	" " "	45.00		30	Interest on J. Martin loan	45.00	<i>Surrogate</i>
May 24	" " "	54.25		May 24	Int. on Brophy loan.	54.25	<i>Court.</i>
Oct. 7	" " "	195.00		Oct. 7	Int. on Gisborne &		No. 5.
Nov. 23	" " "	74.00			Kavanagh Mtges.	195.00	Statement
Dec. 23	" " "	210.00		Nov. 23	Int. on Brophy & Martin		of accounts
					loans.	74.00	annexed to
10				Dec. 23	Int. on Douglas, Brophy	210.00	No. 4—
					& Kavanagh loans.		<i>continued.</i>
1889.				1889.			
Apr. 19	" " "	33.25		Apr. 19	Int. on McAmond loan.	33.25	
May 8	" " "	45.25		May 8	Int. on Kavanagh loan.	45.25	
Dec. 20	" " "	167.00		Dec. 20	Int. on Brophy, Kavanagh,		
					McAmond & Martin.	167.00	
		\$2290.60				\$2269.45	
1890.				1890.			
Sept. 18	" " "	150.00		Sept. 18	Int. on Mtges.	150.00	
20	" " "	52.50		20	Int. on Mtges.	52.50	
20 Oct. 21	" " "	45.00		Oct. 21	Int. on Kavanagh loan.	45.00	
Nov. 26	" " "	107.00		Nov. 26	Int. on Brophy, McAmond		
					& Martin.	107.00	
1891.				1891.			
Jan. 17	" " "	165.00		Jan. 17	Int. on Gisborne & Brophy		
Apr. 22	" " "	45.00			Mtges.	165.00	
July 4	" " "	272.00		Apr. 22	Int. on Kavanagh loan.	45.00	
20	" " "	52.00		July 4	Int. on Mtges.	272.00	
Sept. 3	" " "	195.00		20	Int. on Lyons loan.	52.00	
23	" " "	45.00		Sept. 3	Int. on loans.	195.00	
30 Dec. 15	" " "	300.00		23	Int. on Kavanagh loans.	45.00	
				Dec. 15	Int. on Gisborne &		
					Douglas loans.	300.00	
1892.				1892.			
Jan. 28	" " "	60.00		Jan. 28	Int. on Kavanagh &		
Mar. 15	" " "	45.00			Brophy loans.	60.00	
Apr. 14	" " "	106.00		Mar. 15	Int. on Mtges.	45.00	
July 15	" " "	113.00		Apr. 14	Int. on Brophy & Lyons		
"	" " "	275.00			loans.	106.00	
Nov. 24	" " "	120.00		July 15	Int. McAmond, Martin,		
40 Dec. 16	" " "	53.00			Brophy & Kavanagh		
					loans.	113.00	
					On a/c Douglas loan prin-		
					cipal \$200.00 and	275.00	
					interest \$75.00.		
				Nov. 24	Interest on Kavanagh &		
					Douglas loans.	120.00	
				Dec. 16	Int. McAmond & Martin		
					loans.	53.00	
1893.				1893.			
50 Feb. 1	" " "	107.50		Feb. 1	Int. John Lyons Mtge.	107.50	
Mar. 1	" " "	150.00		Mar. 1	Int. on A. C. Douglas loan.	150.00	
20	" " "	150.00		20	Int. on J. C. Patterson		
June 28	" " "	219.00			loan.	150.00	

1899.		1899.		1899.	
May 6	Paid Lady Howland	75.00	May 6	Int. Brophy loan.	75.00
July 14	" " "	106.00	July 14	Int. McAmond & Martin, Betts & Hyland.	106.00
Sept. 23	" " "	150.00	Sept. 23	Int. Patterson loan.	150.00
Nov. 4	" " "	62.50	Nov. 4	Int. on Brophy loan.	62.50
Dec. 7	" " "	150.00	Dec. 7	Int. on Patterson loan.	150.00
14	" " "	83.00	14	Int. Betts, Hyland, McAmond & Martin loans.	83.00
10	1900.		1900.		
Apr. 8	" " "	51.00	Apr. 8	Int. on Hyland and Dickson, Patterson loans.	51.00
May 14	" " "	94.50	May 14	Int. Brophy, Mrs. Armstrong & Hyland loans.	94.50
June 9	" " "	61.88	June 9	John McDougald loan.	61.88
Oct. 31	" " "	108.00	Oct. 31	Int. on Armstrong, R. C. Douglas, Martin & McAmond loans.	108.00
20	1901.		1901.		
June 8	" " "	129.50	June 8	Int. on Hyland, R. C. Douglas, Armstrong & Brophy loans.	129.50
Nov. 22	" " "	125.00	Nov. 22	Int. on Fudge & R. C. Douglas loans.	125.00
Dec. 28	" " "	73.00	Dec. 28	Int. Armstrong, McAmond & Martin.	73.00
30	1902.		1902.		
Jan. 11	" " "	104.16	Jan. 11	Int. on Martin Mtge.	104.16
23	" " "		23	On a/c Principal J. Martin Mtge.	600.00
	J. Martin Mtge.	600.00	Feb. 22	Int. on O'Reilly & Betts loans and part of principal on Martin Mtge. \$150.00.	203.00
Feb. 22	" " "	203.00	May 6	Int. on Armstrong, R. C. Douglas, Martin & McAmond loans.	108.00
May 6	" " "	108.00	June 10	Int. on Fudge & John McDougald loans.	153.73
June 10	" " "	153.73			
40					
		\$11,239.59			\$10,618.94
Nov. 1	Paid Lady Howland	35.00	Nov. 1	Int. on R. C. Douglas Loan.	35.00
4	" " "	109.33	4	Int. on O'Toole, Armstrong, Patterson & Hyland.	109.33
Dec. 5	" " "	90.25	Dec. 5	Fudge loan.	90.25
Dec. 17	" " "	48.00	17	Int. on McAmond & Martin.	48.00
50	1903.		1903.		
Feb. 4	" " "	96.88	Feb. 4	Int. John McDougald & O'Reilly Loans.	96.88
27	" " "	400.00	27	Balance of Armstrong loan.	400.00
May 1	" " "	90.00	May 1	Int. on Fudge loan.	90.00
7	" " "	76.25	7	Int. on O'Toole & R. C. Douglas loans.	76.25
July 14	" " "	61.88			
Aug. 4	" " "	48.00			

In the Surrogate Court.
No. 5.
Statement of accounts annexed to No. 4—*continued.*

	1907.				1907.				<i>In the</i>
	Jan. 26	Paid Lady Howland		125.00	Jan. 26	Int. on O'Reilly & Fudge		125.00	<i>Surrogate</i>
	Apr. 15	" " "		158.00		Mtges.			<i>Court.</i>
	June 6	" " "		81.75	Apr. 15	Int. Fudge, Betts, &		158.00	No. 5.
	10	" " "		89.70		O'Reilly Mtges.			Statement
	July 12	" " "		99.90	June 6	Int. on R. C. Douglas &		81.75	of accounts
						Cap. Real Estate loans.		89.70	annexed to
10					June 10	Int. on Fudge loan.		99.90	No. 4—
	1908.				July 12	Int. on Mtges. McDougald,			<i>continued.</i>
	Apr. 3	" " "		209.25		McAmond & Martin.			
	May 23	" " "		141.75	1908.				
	June 18	" " "		33.00	Apr. 3	Principal of Hyland Mtge.		209.25	
	Sept. 11	" " "		132.00		\$200.00 Int. \$9.25.			
	24	" " "		633.00	May 23	Int. on Cap. Real Est.		141.75	
	Nov. 2	" " "		94.75		McAmond & Martin.		33.00	
	Dec. 7	" " "		90.00	June 18	Int. on Betts Mtge.		132.00	
20					Sept. 11	Int. on Higman & O'Reilly			
						Mtges.			
					Sept. 24	Amount of capital on		633.00	
						hand \$600.00 Alex.			
					Nov. 2	Int. Cap. Real Est. Co.		94.75	
						McAmond & Martin.		90.00	
					Dec. 7	Int. on Fudge Loan.			
				\$16,208.38				\$15,590.23	
	1909.				1909.				
	Jan. 23	" " "		132.00	Jan. 23	Int. Fudge & O'Reilly loans		132.00	
	Feb. 23	" " "		90.00	Feb. 23	Int. on Higman loan.		90.00	
	Apr. 23	" " "		128.50	Apr. 23	Int. on Cap. Real Est. Co.		128.50	
30	June 7	" " "		90.00		& Betts loans.		90.00	
	July 10	" " "		139.50	June 7	Int. on Fudge loan.			
	Sept. 6	" " "		90.00	July 10	Int. on Cap. Real Est.		139.50	
	Nov. 4	" " "		169.75		O'Reilly & McAmond &		90.00	
	Dec. 1	" " "		49.50		Martin loans.			
					Sept. 6	Int. on Higman loan.		169.75	
					Nov. 4	Int. on Fudge, Betts &		49.50	
						Cap. Real Est.			
40					Dec. 1	Int. on Cap. Real Est. loan.		48.00	
					Dec. 14	Int. on McAmond & Martin			
						loans.			
	1910.				1910.				
	Jan. 22	" " "		42.00	Jan. 22	Int. on O'Reilly loan.		42.00	
	Mar. 15	" " "		90.00	Mar. 15	Int. on Higman loan.		90.00	
	Apr. 4	" " "		1,138.50	Apr. 4	Amount Betts Mtge.		1,138.50	
	Apr. 10	" " "		38.35	Apr. 10	Last int. on Betts loan.		38.35	
	May 20	" " "		102.50	May 20	Int. on Cap. Real Est. and		102.50	
	June 27	" " "		90.00		McAmond & Martin.		90.00	
	July 25	" " "		92.00	June 27	Int. on Fudge loan.			
	Sept. 21	" " "		117.00	July 25	Int. on Becherman &		92.00	
50	Nov. 3	" " "		75.00		O'Reilly loans.		1,400.00	
	28	" " "		139.50		Prin. O'Reilly loan.		117.00	
					Sept. 21	Int. on Higman & Kelly loans		74.00	
					Nov. 3	Int. on Shenkman loan.			
					Nov. 28	Int. on Fudge & Cap. Real		139.50	
						Estate Co. loans.			

1913.			1913.			<i>In the</i>
Sept. 25	Paid Lady Howland Int.	276.00	Sept. 24	Int. from J. E. Millar re		<i>Surrogate</i>
	Trans. to T. Nolan Brahinsky.	39.00		Coats Mtge.	54.00	<i>Court.</i>
Dec. 17	Paid Lady Howland Int.		25	Int. from D. O'Connor re		No. 5.
	Vaillancourt \$27.00			D. Campbell Mtge.	24.00	Statement
	Dumais \$36.00		Oct. 4	Int. P. Vaillancourt in full		of accounts
	C. R. Estate \$22.00	85.00		int. to Feb. 11th 1914.	27.00	annexed to
23	Paid Lady Howland		11	Int. from C. Dumas.	36.00	No. 4—
10	Amount of Coats loan.	1,754.36	13	Int. from A. Brahinsky.	39.00	<i>continued.</i>
			Nov. 22	Int. from C.R. Estate.	22.00	
			Dec. 17	Int. from Martin & Mc		
				Amond.	48.00	
			23	Prin. Coats Loan.	1,754.36	
1914.			1914.			
Feb. 14	Paid Lady Howland Int.		Jan. 1	Int. from Becherman.	36.00	
	Martin & McAmond.	48.00	Feb. 10	Int. from D. O'Connor re		
	Pd. Lady Howland Int.			D. L. Campbell Mtge.	24.00	
	Becherman & Campbell.	60.00	23	Int. from E. Chase to		
24	Pd. E. M. H. Chase Int.	60.00		28th inst.	60.00	
	Pd. Shenkman Int.	75.00	24	Int. from Shenkman.	75.00	
20 June 8	Pd. Lady Howland Int.		Apr. 6	Int. from C. Dumas.	36.00	
	Dumas \$36.00 C.R. Est.		25	Int. from N. D. Porter.	22.00	
	\$22.00 Kelly \$54.00		May 22	Int. from C. R. Estate.	22.00	
	Martin & McAmond \$48	160.00	June 8	Int. from J. C. Grant to		
Aug. 15	Pd. Lady Howland Int.			Aug. 1st.	54.00	
	Brahinsky.	75.00	July 2	Int. from Becherman.	36.00	
	Pd. Lady Howland Becher-		Aug. 14	Int. from Brahinsky.	75.00	
	man Int.	36.00		Insurance from Brahinsky.	35.00	
17	Pd. N. D. Porter Brahinsky	35.00	24	Int. on a/c from E. Chase.	20.00	
30 Oct. 21	Pd. Lady Howland Int.		Sept. 18	Int. from P. Vaillancourt.	13.50	
	from Campbell \$24.00		23	Int. on a/c from E. Chase.	20.00	
	Clairoux \$40.00		Oct. 5	Int. from D. O'Connor.	24.00	
	Vaillancourt \$13.50	77.50	23	Int. from E. Chase in full		
Dec. 17	Pd. Lady Howland bal.			of int.	20.00	
	Clairoux Int. \$20.00		Nov. 22	Int. from N. D. Porter.	26.00	
	C.R. Est. \$26.00	46.00	Dec. 31	Int. from Becherman.	36.00	
	Int. Martin & McAmond.	48.00		Int. from Dumas on Nov.		
	Pd. Lady Howland Dumas Int.	36.00		9/14.	36.00	
40		\$29,292.54			\$28,650.69	
1915.			1915.			
Feb. 18	Pd. Lady Howland Int.		Feb. 15	Int. B. Rosenfield.	75.00	
	Shenkman & Becherman	111.00	23	Int. on a/c E. Chase.	30.00	
Apr. 17	Pd. Lady Howland Int.		Mar. 22	Cash on a/c Int. from E.		
	Clairoux \$60.00			Chase.	20.00	
	Campbell \$24.00		Apr. 24	Cash from Chase in full int.	10.00	
	Kelly \$27.00	111.00	26	Cash from O'Neil Re		
July 21	Pd. Insurance on Grant			Dumas Mtge. Int.	36.00	
	Mtge. \$10.50 Rec'd re-		May 20	Int. from N. D. Porter.	26.00	
50	bate \$9.45 difference		July 2	Int. from Martin & Mc		
	\$1.05	1.05		Amond.	48.00	

<i>In the Surrogate Court.</i> <hr/> No. 5. Statement of accounts annexed to No. 4— <i>continued.</i>	1915.				1915.			
	July 7	Pd. Lady Howland Int. Becherman.		42.00	July 2	Int. from Becherman.		42.00
		Pd. Lady Howland Int. from Dumas	\$36.00		3	Int. from D. O'Connor D. L. Campbell Mtge.		48.75
		Porter	\$26.00		8	Int. from J. C. Grant up to Feb. 1916, Kelly.		81.00
		Campbell	\$24.75	86.75	Aug. 12	Int. from B. Rosenfield on Clarence St. ppy.		75.00
		Pd. Martin & McAmond		48.00	21	Int. on a/c from E. Chase.		30.00
	Nov. 1	Pd. Lady Howland Int.		225.00	Sept. 22	Cash on a/c from E. Chase.		15.00
					Oct. 22	Cash from E. Chase.		15.00
					30	Int. from R. O'Neil on Mtge. 708 Centre St.		36.00
					May 23	Cash from P. Vaillancourt Int. Lady Howland. Martin & McAmond.		27.00 48.00
				21	Int. from N. D. Porter.		26.00	
	1916.				1916.			
Jan. 17	Pd. Lady Howland Int. Becherman	\$42.00		Jan. 3	Int. from Becherman.		42.00	
	Kelly	\$27.00		Feb. 15	Int. from Rosenfield.		75.00	
	Vaillancourt	\$27.00		Mar. 4	Int. on a/c from E. Chase.		30.00	
	Cap. Real Est.	\$26.00	122.00	24	Int. on a/c E. Chase.		20.00	
Mar. 22	Pd. Lady Howland		75.00	Apr. 22	Int. from E. Chase in full balance Mtge. to 8th.		10.00	
	Shenkman	\$75.00			Martin & McAmond.		48.00	
	Clairoux (Chase)	\$30.00	30.00	25	Cash R. O'Neil Int. Mtge. 708 Centre St.		36.00	
Apr.	Int. Martin & McAmond		48.00					
			\$30,192.34				\$29,610.44	
June 13	Pd. L. Howland Clairoux	\$30.00	30.00	May 25	Cheque from C.R. Est. Int Mtge. Lady Howland.		26.00	
	Dumas	\$36.00		June 17	Int. from D. O'Connor (Campbell).		48.00	
	Cap. Real Est.	26.00	62.00	22	Int. from P. Vaillancourt.		13.50	
July 4	Pd. L. Howland D. O'Connor	\$48.00	48.00	30	Int. Becherman to date.		42.50	
	Vaillancourt	\$13.50	13.50		Int. A. Rosenfield Mtge. of A. Brahinsky.		75.00	
	Becherman	\$42.00	42.00	Aug. 16	Int. from E. Chase.		30.00	
Aug. 24	Pd. A. Brahinsky Amt. received from Ont. Fire Ins. Co.—Less costs.		20.00	24	Cheque from Trusts & Guarantee Co. Dividend re Brahinsky claim Ont. Fire Ins. Co.		25.00	
	Hogg & Hogg costs		5.00	Sept. 12	Int. from P. Vaillancourt to 11th Aug.		13.50	
Sept. 21	Lady Howland Int. Shenkman	\$75.00	75.00	18	Int. from E. Chase.		30.00	
	Clairoux	\$60.00	60.00	Oct. 17	Int. from R. O'Neil (Dumas).		36.00	
Dec. 23	Vaillancourt		13.50	Nov. 21	Int. from Cap. Real Est.		26.00	
	Dumas	\$36.00						
	Cap. Real Est.	\$26.00	62.00					
	1917.				1917.			
Feb. 23	Pd. Lady Howland Int. Shenkman		75.00	Jan. 2	Int. from Becherman to 30th Dec.		42.00	
	Pd. Martin & McAmond		48.00	Feb. 21	Int. from Rosenfield on Shenkman Mtge. Martin & McAmond.		75.00 48.00	

1917.				1917.				<i>In the Surrogate Court.</i> — No. 5. Statement of accounts annexed to No. 4— <i>continued.</i>
Mar. 19	Pd. Lady Howland			Feb. 26	Int. on a/c from E. Chase.	20.00		
	Becherman	\$42.00		Mar. 7	Int. from D. O'Connor on			
	Clairoux	\$20.00	62.00		a/c	15.00		
	Pd. Martin & McAmond		1600.00	19	Martin & McAmond.	1600.00		
Apr. 6	Pd. Lady Howland Int.				Int. from E. Chase.	10.00		
	Clairoux	\$20.00			Int. in full balance from			
	O'Connor	\$15.00	35.00		Ed. Chase.	10.00		
July 4	Lady Howland			May 23	Int. from Cap. Real Est.	26.00		
10	Dumas	\$36.00		25	Int. from R. O'Neil.	36.00		
	Clairoux	\$20.00			Int. from P. Vaillancourt.	13.50		
	Becherman	\$42.00		July 3	Int. Becherman.	42.00		
	Cap. Real Est.	\$54.00		Aug. 16	Int. from Chase.	30.00		
	Vaillancourt	\$13.50	165.50	Sept. 26	Int. from D. O'Connor to			
					7th June.	33.00		
			\$32,608.84			\$31,976.44		
Dec. 1	Lady Howland Int.			Oct. 22	Int. from R. O'Neil.	36.00		
	Chase	\$60.00			Int. from P. Vaillancourt			
	O'Neil	\$36.00			to 11th Aug./17.	13.50		
20	O'Connor	\$33.00		23	Int. from Ed. Chase.	15.00		
	Vaillancourt	\$13.50	142.50	Nov. 17	Int. from E. Chase bal. in			
					full.	15.00		
				20	Int. from Cap. Real Estate.	26.00		
					Int. from Becherman.	42.00		
				Dec. 12	Cheque from Shenkman on			
					a/c purchase money Lot			
					13 Nelson.	123.82		
1918.				1918.				
Jan. 29	Lady Howland Int.			Feb. 25	Int. D. O'Connor to 7th			
30	Shenkman	\$123.82			Dec. 1917.	25.00		
	Becherman	\$42.00	185.82	Mar. 1	Int. from E. Chase.	20.00		
Apr. 30	Lady Howland			Apr. 1	Int. from E. Chase.	20.00		
	Clairoux (Chase)	\$40.00		23	Int. from R. O'Neil.	36.00		
	O'Connor	\$24.00		May 1	Int. from Ed. Chase.	20.00		
	Dumas	\$36.00	100.00	27	Int. from Cap. Real Estate.	26.00		
					Int. from Becherman to			
July 13	Lady Howland Int.				30th June.	42.00		
	Shenkman	\$75.00		July 11	Int. from W. Shenkman to			
	Becherman	\$42.00	Bal.		30th June.	75.00		
40	Clairoux	\$20.00	137.00	Aug. 9	Int. from P. Vaillancourt			
					to 11th Aug.	27.00		
Aug. 2	R. Stewart & Sons Ins. on			28	Int. from E. Chase on a/c	30.00		
	House, 163 Mackay St.		5.25	Oct. 3	Int. from R. O'Neil.	36.00		
Nov. 13	Lady Howland Int.			Nov. 1	Int. from E. Chase to 28th			
	Vaillancourt	\$27.00			Aug.	10.00		
	Clairoux (Chase)	\$60.00		20	Int. from Cap. Real Est.	26.00		
	O'Neil	\$36.00	123.00	Dec. 20	Int. from D. O'Connor.	48.00		
Dec. 31	Lady Howland Int.			26	Int. from Shenkman.	75.00		
50	Shenkman	\$75.00						
	O'Connor	\$48.00	123.00	1919.				
				Jan. 26	Int. from Mrs. Becherman.	42.00		
				Feb. 2	Int. from E. Chase.	40.00		
				Mar. 4	Int. in full from E. Chase.	20.00		
			\$33,425.41			\$32,865.76		

*In the
Surrogate
Court.*

No. 6.

Affidavit of W. D. Hogg verifying Amended Accounts.

IN THE SURROGATE COURT OF COUNTY OF CARLETON.

No. 6.
Affidavit of
W. D. Hogg
verifying
amended
accounts,
17th Janu-
ary, 1927.

IN THE MATTER OF THE AGENCY OF W. D. HOGG, K.C., AND IN THE ESTATE OF LADY ELIZABETH MARY HOWLAND, DECEASED.

I, WILLIAM DRUMMOND HOGG, of the City of Ottawa in the County of Carleton, Solicitor, Make oath and say:—

1. THAT in the accounts herein filed by me on the 7th day of January 1927 certain items both on the debit and credit side thereof were by inadvertence omitted. 10

2. THAT the amended accounts now filed by me while including all the items in the accounts filed on the 7th inst. now contain the items which were omitted by inadvertence in the statement of the 7th inst. as aforesaid and are a true and correct account of my dealings with the money of the late Lady Howland during the period of my Agency for her, to the best of my knowledge, information and belief, and the accounts now filed are to be substituted for the prior accounts as aforesaid.

SWORN before me at the City of }
Ottawa in the County of Carleton } W. D. HOGG.
this 17th day of January A.D. 1927 }

20

H. D. McCORMICK,
A Commissioner &c.

Filed Jan. 17, 1927.
CHARLES L. BRAY,
Clerk County Court,
Reg. Sur. Court.

No. 7.
Amended
accounts
annexed to
No. 6.

No. 7.

Amended Accounts annexed to No. 6.

STATEMENT OF RECEIPTS AND DISBURSEMENTS in the Agency of W. D. HOGG, K.C., acting on behalf of the late LADY ELIZABETH MARY HOWLAND. 30

1886.			1886.		
June 17	Paid Mrs. Bethune	\$203.00	June 17	Received on A/c Int.	\$203.00
July 8	" " "	15.00	Aug. 4	Interest on Mtges.	112.50
Aug. 4	" " "	112.50	Nov. 3	Interest on Brophy Mtge.	54.00
Nov. 3	" " "	54.00	Dec. 15	Interest on McAmond & Martin loans.	53.00
19	" A. Christie & Co. for Mrs. Bethune.	3.65	20	Interest on Douglas, Kavanagh, Brophy & J. Martin loans.	157.00
Dec. 15	Paid Mrs. Bethune re McAmond & Martin.	53.00			40
20	Paid Mrs. Bethune Int. on loans.	157.00			

1887.				1887.				
Jan. 18	Paid J. A. Wilson for Mrs. Bethune.		2.50	Jan. 21	Interest on Douglas Mtge.	75.00	<i>In the Surrogate Court.</i>	
21	Paid Mrs. Bethune.		75.00	Mar. 12	Interest on Gisborne Mtge.	150.00	—	
Mar. 12	" " "		150.00	Apr. 30	Interest on Mtges.	80.00	No. 7.	
Apr. 30	" " "		80.00	June 12	Interest on Mtges.	150.00	Amended accounts annexed to No. 6—	
June 12	" " "		150.00	Sept. 2	Interest on Gisborne Mtge.	150.00	<i>continued.</i>	
Sept. 12	" " "		150.00	Oct. 19	Interest on Martin, Brophy & Kavanagh loans.	134.00		
Oct. 19	" " "		134.00	Dec. 6	Interest on Brophy & McAmond loans.	48.00		
10 Dec. 6	" " "		48.00	1888.				
1888.				1888.				
Jan. 7	" " "		79.20	Jan. 7	Interest on loans.	79.20		
30	" " "		45.00	30	Interest on J. Martin loan	45.00		
May 24	" " "		54.25	May 24	Int. on Brophy loan.	54.25		
Oct. 7	" " "		195.00	Oct. 7	Int. on Gisborne & Kavanagh Mtges.	195.00		
Nov. 23	" " "		74.00	Nov. 23	Int. on Brophy & Martin loans.	74.00		
Dec. 23	" " "		210.00	Dec. 23	Int. on Douglas, Brophy & Kavanagh loans.	210.00		
20				1889.				
1889.				1889.				
Apr. 19	" " "		33.25	Apr. 19	Int. on McAmond loan.	33.25		
May 8	" " "		45.25	May 8	Int. on Kavanagh loan.	45.25		
Dec. 20	" " "		167.00	Dec. 20	Int. on Brophy, Kavanagh, McAmond & Martin.	167.00		
			<u>\$2,290.60</u>			<u>\$2,269.45</u>		
1890.				1890.				
30 Sept. 18	" " "		150.00	Sept. 18	Int. on Mtges.	150.00		
20	" " "		52.50	20	Int. on Mtges.	52.50		
Oct. 21	" " "		45.00	Oct. 21	Int. on Kavanagh loan.	45.00		
Nov. 26	" " "		107.00	Nov. 26	Int. on Brophy, McAmond & Martin.	107.00		
1891.				1891.				
Jan. 17	" " "		165.00	Jan. 17	Int. on Gisborne & Brophy Mtges.	165.00		
Apr. 22	" " "		45.00	Apr. 22	Int. on Kavanagh loan.	45.00		
July 4	" " "		272.00	July 4	Int. on Mtges.	272.00		
20	" " "		52.00	20	Int. on Lyons Mtge.	52.00		
Sept. 3	" " "		195.00	Sept. 3	Int. on loans.	195.00		
40 23	" " "		45.00	23	Int. on Kavanagh loans.	45.00		
Dec. 15	" " "		300.00	Dec. 15	Int. on Gisborne & Douglas loans.	300.00		
1892.				1892.				
Jan. 28	" " "		60.00	Jan. 28	Int. on Kavanagh & Brophy loans.	60.00		
Mar. 15	" " "		45.00	Mar. 15	Int. on Mtges.	45.00		
Apr. 14	" " "		106.00	Apr. 14	Int. on Brophy & Lyons loans.	106.00		
July 15	" " "		113.00					
"	" " "		275.00					

1897.				1897.				<i>In the</i>
Jan. 8	Lady Howland	98.00		Jan. 27	Int. McAmond & Martin and Crawley loans.	98.00		<i>Surrogate</i>
May 6	" "	150.00		May 6	Int. on Patterson loan.	150.00		<i>Court.</i>
June 17	" "	53.00		June 17	Int. McAmond & Martin.	53.00		No. 7.
July 10	" "	120.00		July 10	Int. on Crawley & Brophy loans.	120.00		Amended
Dec. 15	" "	150.00		Dec. 15	Int. on Patterson loan.	150.00		accounts
1898.				1898.				annexed to
10 Feb. 8	" "	48.00		Feb. 8	Martin & McAmond Int.	48.00		No. 6—
Apr. 8	" "	100.00		Apr. 8	Int. on a/c Patterson loan.	100.00		<i>continued.</i>
June 8	" "	85.00		June 8	Int. on Mtges. McDougald & c.	85.00		
June 28	" "	75.00		June 28	Int. Brophy loan.	75.00		
Nov. 9	" "	123.00		Nov. 9	Int. on Brophy & McAmond & Martin.	123.00		
Dec. 30	" "	50.00		Dec. 30	Balance Int. Patterson loan.	50.00		
			<hr/>				<hr/>	
			\$8,801.82				\$8,180.67	
20 1899.				1899.				
May 6	Paid Lady Howland	75.00		May 6	Int. Brophy loan.	75.00		
July 14	" " "	106.00		July 14	Int. McAmond & Martin, Betts & Hyland.	106.00		
Sept. 23	" " "	150.00		Sept. 23	Int. Patterson loan.	150.00		
Nov. 4	" " "	62.50		Nov. 4	Int. on Brophy loan.	62.50		
Dec. 7	" " "	150.00		Dec. 7	Int. on Patterson loan.	150.00		
14	" " "	83.00		14	Int. Betts, Hyland, Mc- Amond & Martin loan.	83.00		
1900.				1900.				
30 Apr. 8	" " "	51.00		Apr. 8	Int. on Hyland and Dick- son, Patterson loans.	51.00		
May 14	" " "	94.50		May 14	Int. Brophy, Mrs. Arm- strong & Hyland loans.	94.50		
June 9	" " "	61.88		June 9	John McDougald loan.	61.88		
Oct. 31	" " "	108.00		Oct. 31	Int. Armstrong, R. C. Douglas, Martin & Mc- Amond loans.	108.00		
1901.				1901.				
June 8	" " "	129.50		June 8	Int. on Hyland, R. C. Douglas, Armstrong & Brophy loans.	129.50		
40 Nov. 22	" " "	125.00		Nov. 22	Int. on Fudge & R. C. Douglas loans.	125.00		
Dec. 28	" " "	73.00		Dec. 28	Int. Armstrong, McAmond & Martin.	73.00		
1902.				1902.				
Jan. 11	" " "	104.16		Jan. 11	Int. on Martin Mtge.	104.16		
23	" " "			23	On a/c Principal J. Martin Mtge.	600.00		
50 Feb. 22	Paid Lady Howland	203.00		Feb. 22	Int. on O'Reilly & Betts loans and part of prin- cipal on Martin Mtge. \$150.00.	203.00		
May 6	" " "	108.00						
June 10	" " "	153.73						

<i>In the Surrogate Court.</i>	<i>No. 7. Amended accounts annexed to No. 6— continued.</i>	1902.				1902.			
		Aug. 2	Paid Lady Howland			Mar. 6	Int. on Armstrong, R. C.		
				a/c Brophy.	450.00		Douglas, Martin & Mc-		
			" "	"			Amond loans.	108.00	
			" "	a/c Betts.	100.00	June 10	Int. on Fudge & John Mc-		
			" "	"			Dougald loans.	153.73	
			" "	a/c McDougald Int.	61.88				
			" "	"					
			" "	a/c O'Reilly Int.	35.00				
					\$11,886.97				
		Nov. 1	" "	"	35.00	Aug. 2	A/c prin. Brophy & Betts		
		4	" "	"	109.33		loans and Int. on Mc-		
		Dec. 5	" "	"	90.25		Dougald & O'Reilly		
Dec. 17	" "	"	48.00		loans.	664.88			
				Nov. 1	Int. on R. C. Douglas loan.	35.00			
				4	Int. on O'Toole, Armstrong				
					Patterson & Hyland.	109.33			
				Dec. 5	Fudge loan.	90.25			
				17	Int. on McAmond &				
					Martin.	48.00	20		
				1903.					
1903.				Feb. 4	Int. John McDougald &				
Feb. 4	" "	"	96.88		O'Reilly loans.	92.88			
27	" "	"	400.00	27	Balance of Armstrong loan.	400.00			
May 1	" "	"	90.00	May 1	Int. on Fudge loan.	90.00			
7	" "	"	76.25	7	Int. on O'Toole & R. C.				
July 14	" "	"	61.88		Douglas loans.	76.25			
Aug. 4	" "	"	48.00	July 14	Int. John McDougald loan.	61.88			
Oct. 20	" "	"	148.00	Aug. 4	Int. McAmond & Martin				
Nov. 25	" "	"	125.00		loans.	48.00	30		
				Oct. 20	On a/c principal O'Toole				
					loan \$100.00 and Int.				
					on Betts, and O'Reilly.	148.00			
				Nov. 25	Int. on Fudge & R. C.				
					Douglas loans.	125.00			
				1904.					
1904.				Jan. 6	Int. on John McDougald				
Jan. 6	" "	"	61.88		loan.	61.88			
16	" "	"	35.00	16	Int. on O'Reilly loan.	35.00			
Mar. 18	" "	"	76.00	Mar. 14	Int. on Betts O'Reilly,		40		
June 12	" "	"	160.00		and balance on Martin				
Aug. 13	" "	"	111.88		McAmond loans.	76.00			
Oct. 22	" "	"	40.00	June 14	Int. on R. C. Douglas,				
Dec. 6	" "	"	90.00		Betts, Hyland, Mc-				
					Amond Martin loans.	160.00			
				Aug. 13	Int. on John McDougald,				
					O'Reilly & Betts loans.	111.88			
				Oct. 22	Int. on Mtges.	40.00			
				Dec. 6	Int. on Fudge Mtge.	90.00			
				1905.			50		
1905.				May 13	Int. on Cap. Real Est. Co.,				
May 13	" "	"	84.45		R. C. Douglas & Hyland				
23	" "	"			loans.	88.45			
		Coal Stock.	200.00	22	Received from sale of Coal				
23	Loan to Capital Real Est.				Stock.	2,000.00			
	Co.		800.00						
			\$14,874.77						
						\$15,271.62			

	1905.				1905.				
	June 26	Paid Lady Howland	48.00		June 26	Int. on McAmond & Martin loan.	48.00		<i>In the Surrogate Court.</i>
	July 22	" " "	61.63		July 22	Int. on John McDougald loan.	61.63		No. 7.
	Aug. 18	" " "	35.00		Aug. 18	Int. on O'Reilly loan.	35.00		Amended accounts annexed to No. 6—
	Nov. 4	" " "	109.25		Nov. 4	Int. on Betts, R. C. Douglas & Cap. Real Estate loans.	108.25		<i>continued.</i>
	17	" " "	102.50		17	Int. on Fudge, Hyland and balance Cap. Real Estate Co.	102.50		
10									
	1906.				1906.				
	Jan. 17	" " "	109.88		Jan. 17	Int. John McDougald, McAmond & Martin.	109.88		
	Mar. 14	" " "	82.50		Mar. 14	Int. on O'Reilly & Cap. Real Est. Co.	82.50		
	Apr. 29	" " "	81.00		Apr. 29	Int. on Betts, McAmond & Martin loans.	81.00		
	June 16	" " "	200.00		June 16	Int. on R. C. Douglas, Hyland, Fudge & Cap. Real Estate Mtges.	200.00		
	July 3	" " "	61.88		July 3	Int. on John McDougald mtge.	61.88		
20									
	1907.				1907.				
	Jan. 26	" " "	125.00		Jan. 26	Int. on O'Reilly & Fudge mtges.	125.00		
	Apr. 15	" " "	158.00		Apr. 15	Int. Fudge, Betts, & O'Reilly mtges.	158.00		
	June 6	" " "	81.75		June 6	Int. on R. C. Douglas & Cap. Real Est. loans.	81.75		
	10	" " "	89.70		June 10	Int. on Fudge loan.	89.70		
	July 12	" " "	99.90		July 12	Int. on Mtges. McDougald McAmond & Martin.	99.90		
30									
	1908.				1908.				
	Apr. 3	" " "	209.25		Apr. 3	Principal of Hyland Mtge. \$200.00 Int. \$9.23.	209.25		
	May 23	" " "	141.75		May 23	Int. on Cap. Real Est. McAmond & Martin.	141.75		
	June 18	" " "	33.00		June 18	Int. on Betts Mtge.	33.00		
	Sept. 11	" " "	132.00		Sept. 11	Int. on Higman & O'Reilly mtges.	132.00		
	24	" " "	633.00		24	Amount of capital on hand \$600.00 & Alex. McDonald Int. \$33.00.	633.00		
40	Nov. 2	" " "	94.75		Nov. 2	Int. Cap. Real Est. Co. McAmond & Martin.	94.75		
	Dec. 7	" " "	90.00		Dec. 7	Int. on Fudge loan.	90.00		
			<u>\$17,653.51</u>				<u>\$18,050.03</u>		
	1909.				1909.				
50	Jan. 23	" " "	132.00		Jan. 23	Int. Fudge & O'Reilly loans.	132.00		
	Feb. 23	" " "	90.00		Feb. 23	Int. on Higman loan.	90.00		
	Apr. 23	" " "	28.50						

In the Surrogate Court.
No. 7.
Amended accounts annexed to No. 6—
continued.

1914.			
Feb. 24	Paid E. M. H. Chase Int.	60.00	
	Paid Shenkman Int.	75.00	
June 8	Paid Lady Howland Int.		
	Dumas	\$36.00	
	C. R. Est.	22.00	
	Kelly	54.00	
	McAmond & Martin.	48.00	160.00
Aug. 15	Paid Lady Howland Int.		
	Brahinsky.	75.00	
	Paid Lady Howland Becherman Int.	36.00	
17	Paid N. D. Porter, Brahinsky Int.	35.00	
Oct. 21	Paid Lady Howland Int.		
	Campbell	\$24.00	
	Clairoux	40.00	
	Vaillancourt	13.50	77.50
Dec. 17	Paid Lady Howland bal.		
	Clairoux Int.	\$20.00	
	C. R. Est.	26.00	46.00
	Int. Martin & McAmond	48.00	
	Paid Lady Howland Dumas Int.	36.00	
			<u>\$35,898.32</u>

1914.			
Feb. 23	Int. from E. Chase to 28th inst.	60.00	
24	Int. from Shenkman.	75.00	
Apr. 6	Int. from C. Dumas.	36.00	
25	Int. from N. D. Porter.	22.00	
May 22	Int. from C. R. Est.	22.00	
June 8	Inst. from J. C. Grant to Aug. 1st.	54.00	
July 2	Int. from Becherman.	36.00	10
Aug. 14	Int. from Brahinsky.	75.00	
	Insurance from Brahinsky.	35.00	
24	Int. on a/c from E. Chase.	20.00	
Sept. 18	Int. from P. Vaillancourt.	13.50	
23	Int. on a/c from E. Chase.	20.00	
Oct. 5	Int. from D. O'Connor.	24.00	
23	Int. from E. Chase in full of Int.	20.00	
Nov. 22	Int. from N. D. Porter.	26.00	
Dec. 31	Int. from Becherman.	36.00	20
	Int. from Dumas on Nov. 9/14.	36.00	
			<u>\$35,227.92</u>

1915.			
Feb. 18	Paid Lady Howland Int. Shenkman & Becherman.	111.00	
Apr. 17	Paid Lady Howland Int.		
	Clairoux	\$60.00	
	Campbell	\$24.00	
	Kelly	\$27.00	111.00
July 21	Paid Insurance on Grant Mtge.	\$10.50	
	Rec'd. rebate	\$ 9.45	
	Difference	\$ 1.05	1.05
July 7	Paid Lady Howland Int. Becherman.	42.00	
	Paid Lady Howland Int.		
	from Dumas	\$36.00	
	Porter	\$26.00	
	Campbell	24.75	86.75
	Paid Martin & McAmond.	48.00	
Nov. 1	Paid Lady Howland Int.	225.00	

1915.			
Feb. 15	Int. B. Rosenfield.	75.00	
23	Int. on a/c E. Chase.	30.00	
Mar. 22	Cash on a/c Int. from E. Chase.	20.00	30
Apr. 24	Cash from Chase in full int.	10.00	
26	Cash from O'Neil re Dumas Mtge. Int.	36.00	
May 20	Int. from N. D. Porter.	26.00	
July 2	Int. from Martin & McAmond.	48.00	
	Int. from Becherman.	42.00	
3	Int. from D. O'Connor D. L. Campbell mtge.	48.75	40
8	Int. from J. C. Grant up to Feb. 1916, Kelly.	81.00	
Aug. 12	Int. from B. Rosenfield on Clarence St. ppy.	75.00	
21	Int. on a/c from E. Chase.	30.00	
Sept. 22	Cash on a/c from E. Chase.	15.00	
Oct. 22	Cash from E. Chase.	15.00	
30	Int. from R. O'Neil on mtge. 708 Centre St.	36.00	
May 13	Cash from P. Vaillancourt Int. Lady Howland.	27.00	50
	Martin & McAmond.	48.00	
21	Int. from N. D. Porter.	26.00	

1916.				1916.			<i>In the</i>
Jan. 17	Paid Lady Howland Int.			Jan. 3	Int. from Becherman.	42.00	<i>Surrogate</i>
	Becherman	\$42.00		Feb. 15	Int. from Rosenfield.	75.00	<i>Court.</i>
	Kelly	\$27.00		Mar. 4	Int. on a/c from E. Chase.	30.00	—
	Vaillancourt	\$27.00		24	Int. on a/c E. Chase.	20.00	No. 7.
	Cap. R. Est.	\$26.00	122.00	Apr. 22	Int. from E. Chase in full		Amended
Mar. 22	Paid Lady Howland				balance mtge. to 8th.	10.00	accounts
	Shenkman	\$75.00	75.00		Martin & McAmond.	48.00	annexed to
	Clairoux (Chase)	\$30.00	30.00	25	Cash R. O'Neil Int. Mtge.		No. 6—
10 Apr.	Int. Martin & McAmond		48.00		708 Centre St.	36.00	<i>continued.</i>
			\$36,798.12			\$36,177.67	
June 13	Paid Lady Howland		30.00	May 25	Cheque from C. R. Est.		
	Clairoux	\$30.00			Int. Mtge. Lady Howland.	26.00	
	Dumas	\$36.00		June 17	Int. from D. O'Connor		
	Cap. Real Est.	\$26.00	62.00		(Campbell).	48.00	
July 4	Paid Lady Howland			22	Int. from P. Vaillancourt.	13.50	
	D. O'Connor	\$48.00	48.00	30	Int. Becherman to date.	42.50	
	Vaillancourt	\$13.50	13.50		Int. A. Rosenfield Mtge. of		
	Becherman	\$42.00	42.00		A. Brahinsky.	75.00	
20 Aug. 24	Paid A. Brahinsky Amt.			Aug. 16	Int. from E. Chase.	30.00	
	Rec'd from Ont. Fire			24	Cheque from Trusts &		
	Ins. Co. Less Costs.		20.00		Guarantee Co. Dividend		
	Hogg & Hogg Costs.		5.00		re Brahinsky claim Ont.		
Sept. 21	Lady Howland Int.				Fire Ins. Co.	25.00	
	Shenkman	\$75.00	75.00	Sept. 12	Int. from P. Vaillancourt		
	Clairoux	\$60.00	60.00		to 11th Aug.	13.50	
Dec. 23	Vaillancourt		13.50	18	Int. from E. Chase.	30.00	
	Dumas	\$36.00		Oct. 17	Int. from R. O'Neil		
	Cap. Real Est.	\$26.00	62.00		(Dumas).	36.00	
1917.				Nov. 21	Int. from Cap. Real Est.	26.00	
30 Feb. 23	Paid Lady Howland Int.			1917.			
	Shenkman.		75.00	Jan. 2	Int. from Becherman to		
	Paid Martin & McAmond		48.00		30th Dec.	42.00	
Mar. 19	Paid Lady Howland			Feb. 21	Int. from Rosenfield on		
	Becherman	\$42.00			Shenkman Mtge.	75.00	
	Clairoux	\$20.00	62.00		Martin & McAmond.	48.00	
	Paid Martin & McAmond		1,600.00	26	Int. on a/c from E. Chase.	20.00	
40 Apr. 6	Paid Lady Howland Int.			Mar. 7	Int. from D. O'Connor on		
	Clairoux	\$20.00			a/c.	15.00	
	O'Connor	\$15.00	35.00	19	Martin & McAmond.	1,600.00	
					Int. from E. Chase.	10.00	
July 4	Lady Howland				Int. in full balance from		
	Dumas	\$36.00			E. Chase.	10.00	
	Clairoux	\$20.00		May 23	Int. from Cap. Real Est.	26.00	
	Becherman	\$42.00		25	Int. from R. O'Neil.	36.00	
	Cap. R. Est.	\$54.00			Int. from P. Vaillancourt.	13.50	
	Vaillancourt	\$13.50	165.50	July 3	Int. Becherman.	42.00	
				Aug. 16	Int. from Chase.	30.00	
				Sept. 26	Int. from D. O'Connor to		
					7th June.	33.00	
			\$39,214.62			\$38,543.67	
50				Oct. 22	Int. from R. O'Neil.	36.00	
					Int. from P. Vaillancourt		
					to 11th Aug./17.	13.50	

<i>In the Surrogate Court. — No. 7. Amended accounts annexed to No. 6— continued.</i>	1922.			1922.			
	Feb. 28	Messrs. Ingersoll, King- stone & Co., St. Cathe- rines, a/c Lady Howland.	13.00	Jan. 10	Int. from Becherman.	42.00	
	July 14	W. E. Brown, Westboro Mtge.	800.00	Feb. 20	Int. from Mrs. J. F. Irvine to Jan. 28th 1922.	28.00	
	Oct. 19	Tor. Gen. Trusts Corpn. Int. on hand of Lady Howland.	215.00	May 23	Int. from Cap. Real Estate Co.	26.00	
				31	Int. from N. D. Porter on Loughran Mtge.	70.00	
				June 30	Int. from W. Shenkman to 30th inst.	75.00	
				July	Amount received from Cap. Real Est. Co. Mtge. in full.	800.00	10
	1926.						
	Nov. 29	Paid Tor. Gen. Trusts Corpn.	581.00				
			<u>\$45,994.64</u>			<u>\$46,567.61</u>	

MORTGAGES OF LADY ELIZABETH MARY HOWLAND handed over to the Toronto General Trusts Corporation on 20th October, 1922, by W. D. Hogg, K.C.

Brocha Becherman, dated 31 December, 1909, five years at six per cent., increased to seven per cent., payable 30th June and 31st Dec. in each year on part of Lot Number 4 on the North side of Ottawa Street, Ottawa	\$1,200.00	20
Samuel John Kelly, dated February 1910, five years at six per cent., payable 1st Aug. and February on subplot Four in Block Thirteen on the South side of Mackay Street, Ottawa	900.00	
Wolf Shenkman, dated 20th December 1919, five years at six per cent., payable on the 20th Dec. and June, on part of Lot Number Thirteen on the North side of Clarence Street, Ottawa	2,500.00	30
Caroline Elizabeth Loughran, dated 30th May, 1919, five years, at seven per cent., payable on 30th November and May, on Lot Sixteen on the South side of St. Patrick Street, Ottawa	2,000.00	
Margaret Irvine & Joseph F. Irvine, dated 28th July, 1921, five years at seven per cent., payable on 28th Jan. and July, on part of Lots Forty and Forty-one on the West side of Ivy Avenue, Ottawa	800.00	
Alice Maude Brown and William E. Brown, Dated 12th July, 1922, five years at seven per cent., payable on 12th January and July, on part of Lot Sixteen on the East side of Cole Avenue, Westboro	800.00	40
	<u>\$8,200.00</u>	

The above mortgages have been realized in full with interest by The Toronto General Trusts Corporation with the exception of the mortgage of Samuel Kelly on which only a portion of the principal was collected.

No. 8.

Evidence of W. D. Hogg (including discussion).

IN THE SURROGATE COURT OF THE COUNTY OF CARLETON.

IN THE MATTER OF THE AGENCY OF W. D. HOGG, K.C., AND, IN THE
MATTER OF LADY ELIZABETH MARY HOWLAND, DECEASED.

His Honour, JUDGE MULLIGAN.

Judge's Office,
Court House, Ottawa,
27th January, 1927.*In the
Surrogate
Court.*Plaintiffs'
Evidence.No. 8.
Discussion.

10 Mr. W. D. HOGG, K.C., appears in person.
Mr. R. V. SINCLAIR, K.C., for Mrs. Lindsey.
Mr. A. G. SLAGHT, K.C., for Mrs. Elizabeth B. Campbell.

Mr. HOGG : Before proceeding with the actual taking of the accounts, I propose to read a short affidavit of my own, for the purpose of laying a foundation, and giving your Honour an understanding of the position which I occupied.

HIS HONOUR : Yes, Mr. Hogg.

Mr. HOGG : This is the affidavit, Your Honour, which I will read. (Mr. Hogg reads his affidavit).

20 Mr. SLAGHT : The position is this. The Trust Corporation is administrator of the estate, and they are having an audit to see what moneys, if any, are due to the estate, and that they would be turned over. I am appearing for Mrs. Campbell, who is one of three daughters of Lady Howland. The estate is practically wound up, but for this matter, and the net result works out in this way, assuming that there should be any moneys found due from Mr. Hogg to the estate, my client receives fifty cents on every dollar that might be accounted for; two other ladies, one of whom is represented by Mr. Sinclair, divide the balance, in other words under a settlement of some litigation between these three ladies, my client receives one half of the net estate, and the
30 other two ladies receive one fourth each.

HIS HONOUR : The meaning of which is, that the interests of your client require you to look after the interests of the executor here now ?

Mr. SLAGHT : Yes, and if we should succeed, my client has perhaps the most interest of any one.

Mr. HOGG : Mr. Lang here is with the Trust Company, and I think he knows as much about this matter as Mr. McKague, and perhaps more, and I have no objection to going on without Mr. McKague. I think he will be here later, as he was to come.

40 HIS HONOUR : We will go on in the meantime, and make some progress, so you may proceed, Mr. Hogg.

Mr. HOGG : I will read this affidavit.

HIS HONOUR : The affidavit will be fyled.

Mr. HOGG : I thought that would lay the foundation, as to the position I occupy.

*In the
Surrogate
Court.*

*Plaintiffs'
Evidence.*

*No. 8.
Discussion
—continued.*

HIS HONOUR: I accept as prima facie correct, the statement in the affidavit verifying the accounts, and that affidavit, and the one that has just been fyled, I presume will form the basis of the examination of the Trustee.

MR. HOGG: Yes. I have the accounts before me, and your Honour also has a copy of the accounts.

HIS HONOUR: Do you wish Mr. Hogg sworn? If you ask it I will certainly swear him.

MR. SLAGHT: I think it would be as well to have him sworn.

HIS HONOUR: Will there be any possibility of shortening a complete audit of the accounts by indicating to me any particular points on which admissions made be made as to amounts and so on? 10

MR. SLAGHT: I think there will be, sir, but the matter covers a long period, and I was in hopes that that with a short preliminary examination, a general examination, we might then get the matter gradually condensed. I shall endeavour to be as brief as possible and perform my task to my client.

HIS HONOUR: I will not interfere at all.

MR. SLAGHT: I would be glad at any time for your Honour to indicate another course, if I am unduly prolonging the matter in what I am doing. 20

MR. HOGG: I thought it might be a better idea to go through the accounts and mark each point which it is necessary to discuss.

MR. SLAGHT: It seems to me there might be a few matters I might usefully put on record at the moment.

HIS HONOUR: I will not at all prescribe the course of your examination.

W. D. HOGG—Sworn.

*W. D. Hogg.
Cross-ex-
amination.*

To Mr. SLAGHT—Cross-examination.

Q. Lady Howland appears to have entrusted you with her affairs, at what date?—A. Oh almost immediately after her husband's death. 30

Q. When did her husband die?—A. He died in December 1884.

Q. That was the late James Bethune?—A. James Bethune.

Q. And you took charge of her affairs then?—A. From that time on until the estate was realized when I say the estate, I mean the selling of the property which I had to do, and the collection of the insurance upon his life, and the payment of his debts and the mortgage on the property, in connection with which I went to Toronto several times to look into.

Q. Did you act as solicitor for Lady Howland on the probating of her husband's will?—A. No, that was done by Marshall. 40

Q. You looked after the collection of the life insurance?—A. Yes, and the selling of his library, and the selling of the property, and anything else I could do to help Mrs. Bethune at that time to get on her feet again.

Q. What amount of life insurance did you collect for her?—A. I don't remember, I have no idea whatever. It was not collected by me,

I simply looked after getting her to fill up the claim papers, and the money was paid to her and not to me. I relieved her all I could in getting it through.

Q. What was the first date when you received moneys for investment, or received moneys of the estate?—*A.* I think it was early in 1885.

Q. Perhaps if you could turn to your record, you could tell us exactly?—*A.* I don't remember the first, but what I do know is, it is quite evident it was early in 1885, from a letter I find addressed to her on February 2nd, 1885. That was about a mortgage that was going on, and at that time I made a little statement of the mortgage, and sent her a cheque for \$405.00, which was the amount according to this letter.

Q. Then that letter would indicate that some time prior to the 2nd of February, 1885, you had some investments made for her?—*A.* Quite likely.

Q. May I glance at that letter, and see it?—*A.* Certainly.

Q. And you refer in this letter to the thousand dollars still standing in a special account, "subject to your call, as we arranged"?—*A.* Yes.

Letter from Mr. Hogg to Mrs. Bethune, dated 2nd February, 1885, on page 10, of letter book produced, put in by Mr. Slaght, and marked Exhibit 1.

Q. Where was the special account kept then?—*A.* I don't know whether it was in the Crown Bank then or not. Was the Crown Bank in existence in 1885? I kept the account in the Crown Bank after it came into existence, because I had stock in it.

Q. In whose name was the account kept?—*A.* In my firm name, at that time it was O'Connor & Hogg.

Q. Was it earmarked as her account?—*A.* Yes, I put it in as her account.

Q. Was it a special account, re Bethune Trust, it would be at that time, I suppose?—*A.* Well, probably, I don't remember.

Q. You don't remember the exact name under which it was kept?—*A.* No.

Q. Perhaps the first enquiry would be to ascertain chronologically what records you do produce. You have an old book I understand, in which you kept Lady Howland's matters separate. Let us have the earliest book, in point of date?—*A.* This is a book in which I kept an account of mortgages of different people, not hers alone.

Q. Let us have the earliest book you have now, in which was recorded the transactions with her?—*A.* I have a ledger.

Q. I want to get the earliest books and ledgers?—*A.* This is the earliest, I think.

General Ledger H. and M., containing entries affecting the trust account in question, containing entries of other people's accounts, and entries in connection with Mrs. Bethune's account is contained on page 26, put in by Mr. Slaght, and marked as Exhibit 2.

Q. This indicates that it was brought from old Ledger 322?—*A.* Yes.

Q. And that old ledger you have not now got?—*A.* No.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

Q. Have you looked for the old ledger?—A. Oh yes, I have looked for it, but as I said in my affidavit when we were moving from our old office, they were destroyed.

Q. You have looked for the old ledger, and cannot find it?—A. Yes, I have looked for it, and cannot find it.

Q. The first entry in this book, is dated January 1st, 1905?—A. Yes.

Q. And it is continued on to page 27, which appears to be an entry of November 23rd of the year 1907?—A. Yes.

Q. Look at the Index for this general ledger, Exhibit 2, the account of Lady Howland does not appear in the index at all?—A. No. 10

Q. HIS HONOUR: And no other entries discoverable in Exhibit 2, except those on pages 26 and 27?—A. Yes, that is right.

Mr. SLAGHT: I haven't looked it over, so do not know.

To Mr. SLAGHT: Q. Have you looked through it Mr. Hogg, to see?—A. Yes, I have gone through it carefully, and here are other entries.

Q. Where does the book continue from page 27?—A. This is the only other one I have got, and this is 1910. That goes to page 72.

Ledger produced, which is dated 1910, on the first page of which there is a heading, Banque Nationale, obviously being a ledger account of the bank, the first item is dated January 4th, put in by Mr. Slaght and marked Exhibit 3. 20

Q. Will you find for us in this Exhibit 3, the first page on which is kept Lady Howland's account, I mean the first page in point of time?—A. Page 224.

Q. That is marked 1910, in May?—A. Yes in May.

Mr. MCKAGUE: There is one question I would like to bring to your Honour's attention, and that is, whether this is under the Trustee Act, or whether it should be a solicitor and client matter. I do not know whether that has been brought up before or not, as I was not here when you started this morning, I see this appointment was taken out as an agency? 30

HIS HONOUR: It would look as if it came under the Trustee Act.

Mr. HOGG: Oh yes.

Mr. MCKAGUE: If it is understood that that is the way it is looked at, I am satisfied. I understand these investments were made in the name of Lady Howland's estate?

Mr. SLAGHT: I do not get the point, and I am not consenting to anything on this point.

Mr. MCKAGUE: This application was made in the matter of the Trustee Act, and it is a question whether this was a trust account, or whether Mr. Hogg was acting as solicitor for Lady Howland, and whether this set of accounts should be taxed before the Taxing Officer. I notice it is entitled, in the matter of the agency, and not as a Trustee. We are not raising any objection, but we wish that point ruled upon. 40

Mr. SLAGHT: Then perhaps it would be for Mr. Hogg to deal with that, he brings us here, and he can indicate to the Court in what way, if there is any other way than that which his papers disclose.

Mr. HOGG : It is a matter of trusteeship. The money came into my hands and was invested. I think what Mr. McKague means is, that the appointment should have had, "And in the matter of the Trustee Act," added to it. There is no reason why that should not be done now if it is necessary.

Mr. MCKAGUE : It seems to me that there are two ways in which this matter might be settled, one way is, as solicitor and client, and the other, if your Honour so rules, would be under the Trustee Act, and I would like your Honour to rule on that now, so there could be no objection later.

10 Mr. SINCLAIR : It is headed, as a matter of trusteeship, while the investments were made for Lady Howland, the money was in the hands of Mr. Hogg, and the mortgages were taken in the name of Lady Howland, and we regard it as a trusteeship, as far as Mrs. Lindsey is concerned. I should think now, that we are all here there would be no objection to adding, "And in the matter of the Trustee Act," and that would settle it.

Mr. MCKAGUE : I have no objection to that.

Mr. SLAGHT : I have no objection to it, that is the only way we could get here.

Mr. SINCLAIR : Then the appointment will be amended.

20 Mr. MCKAGUE : It was not a question as to whether there was any other way that we could be brought here, but a question of whether there was any other means of settling it. I wanted the point cleared up, as to whether Mr. Hogg was acting as Lady Howland's solicitor.

Mr. HOGG : She was entrusting me with the money to invest, and all the mortgages were taken in her name. Then your Honour, if the words, "in the matter of the Trustee Act," are added, that will clear the matter up.

HIS HONOUR : To the title in these proceedings, will be added these words, "and in the matter of the Trustee Act."

30 To Mr. SLAGHT : Q. Then we have this book known as Exhibit 3, what book of record comes after that, Mr. Hogg?—A. I haven't any other book after that. That is, I haven't got one here, perhaps I should have brought it down, there is one.

Q. Where would that be?—A. In my office.

Q. You could send for that, or have it here at a later time for us?—

A. Yes.

Q. And the next ledger would carry us from when down to when?—

A. It would carry her down to 1913, and another one after that.

40 Q. May I suggest this, that these ledgers containing entries of this account we are dealing with, would you find it convenient now with the approval of the Court, to have these brought over here, because we are going to require them?—A. I don't know whether we will be able to get them now or not, as I think I would have to be there to see to getting them.

HIS HONOUR : If they cannot be obtained without the assistance of Mr. Hogg, we can get them at the recess.

To Mr. SLAGHT : Q. There are ledgers and books of record carrying on from the year 1910, down to the present time?—A. Oh, yes.

*In the
Surrogate
Court.*

—
Plaintiffs'
Evidence.

—
No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

*Plaintiffs'
Evidence.*

*No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.*

Q. Which you are ready to bring to the Court for us?—*A.* Oh yes, I didn't know they would be needed or I could have brought them.

Q. What other books have you here present, which contains such entries?—*A.* I have the entries which contain the payments of money, where I say in my affidavit that I didn't get any receipts for, I thought they would be some evidence of the fact that I paid them.

Q. Let us identify those, and mark them now?—*A.* There is a cash book. Here is one of 1910, I have it opened there to show at a certain page.

Q. This is a general cash book?—*A.* Yes. 10

Q. Then you produce it, and we will identify it on the front page as Exhibit 4?—*A.* Yes.

Cash book of 1910, containing entries in connection with the account in question, put in by Mr. Slaght and marked Exhibit 4.

Q. You refer us to a cash book marked Exhibit 4, and to an entry on page 28?—*A.* Yes, pages 28 and 29.

Q. Dealing with Lady Howland?—*A.* Yes, one particular mortgage which was paid.

Q. Are there any other entries in this cash book which deal with her transactions?—*A.* Oh there may be. 20

Q. Let us look at this one and see?—*A.* That is it.

Q. I read an entry on the 4th of some month?—*A.* The 4th of April.

Q. The 4th of April, 1910, apparently?—*A.* Yes.

Q. At page 28?—*A.* Yes.

Q. Marked "Betts, amount of mortgage" is it \$1138.50?—*A.* Yes, that is the amount.

Q. And in the particular column, the amount is carried out under a column headed, "Trust"?—*A.* Yes.

Q. And in the column for the book keeper to show a book of further record, there is the page 57, which I take to be the ledger folio?—*A.* Yes. 30

Q. So Exhibit 4, is a book of original entry which ran concurrently during part of the period with ledger 3, is that correct?—*A.* Yes.

Q. What other book do you produce?—*A.* A cash book.

Q. You refer to page 58, an item of the 20th of September, 1912?—*A.* Yes.

Q. A cheque from Warner and McG.?—*A.* Principal, interest and costs, marked Lady Howland.

Q. For \$1045.00?—*A.* Yes, that was received.

Q. I notice in connection with that entry, the client was credited with \$1045.00?—*A.* Yes. 40

Q. And you deducted costs \$2.50?—*A.* Yes.

Q. That account shows page 72, indicating that it was ledgered through to page 72?—*A.* Well, perhaps it is.

Q. Is there any doubt about it? The date of the entry is 20th September, 1912, that would be correct wouldn't it, that this column I am looking at is the ledger page?—*A.* Quite likely, I don't know much about

the books, you know just as much about them as I do, I didn't keep the books. Here is another entry.

Q. You are referring me to another entry on page 73 of Exhibit 5, a thousand dollars, amount received from J.P.? Bann, mortgage?—*A.* Yes, that was received, \$1042, and \$1000.00, was paid.

Q. That would be paid by cheque?—*A.* Yes, cheque or draft.

Q. 10th December, 1912. So in looking in Exhibit 5, at page 140, we find on the 23rd of December, 1913, this entry. "Cheque from Toronto General Trusts Co. Coates mortgage assigned by Lady Howland," the total amount received by you \$1767.00?—*A.* Yes.

Q. And the amount credited to Lady Howland was \$1754.36?—*A.* Yes.

Q. Your firm's costs or fees were \$12.64?—*A.* Yes.

Q. Which you received payment of at that time?—*A.* I suppose so, it is quite likely.

Q. Apparently, and on the opposite page 141, on 24th December we find this entry, "Paid Lady Howland, in full proceeds Coates mortgage \$1754.36, and the ledger page 346, that would be in one of the ledgers you are going to send for?—*A.* Oh yes, quite right.

Q. Cash book, dated 1912, put in by Mr. Slaght, and marked Exhibit 5.

Q. What other books have you?—*A.* This is a little memorandum book which I kept all the time.

Memorandum book which starts with Lady Howland's affairs at page 123, put in by Mr. Slaght and marked Exhibit 6.

Q. It contains entries of other people's affairs, besides Lady Howland's?—*A.* Yes.

Q. It starts with her affairs at page 123?—*A.* Yes.

Q. What date?—*A.* A mortgage of \$3000.00, to Morrison & Fudge. Then we turn to pages 134 and 135, there is the memorandum. This was paid off.

Q. If you don't mind in passing, you might tell us where the records are, and then I would like to begin at the beginning?—*A.* How do you mean, the beginning?

Q. The records that deal with Lady Howland's matters, if you will give us the dates of them, perhaps they are all indexed?—*A.* Yes, they are indexed.

Q. There are pages 123 and 124, and then where do you go?—*A.* I will tell you, it starts with 123, and goes continuously on with her matters to page 143.

Q. Will you turn to the next page, sir. Is page 144, a Lady Howland matter?—*A.* No.

Q. Or page 145?—*A.* No.

Q. Then that is all there is in that book, is it?—*A.* Yes, that is all.

Q. This book has been kept apparently right down to the year 1926?—*A.* Yes.

Q. It is a current book?—*A.* Yes, those were collected in July, 1926, and October, 1926.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*
—
Plaintiffs'
Evidence.
—
No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

Q. What is the next book?—*A.* That is all. I have a couple of letter books, but they can be referred to as we go along.

Q. When does this memorandum book, Exhibit 6, begin, what year did you begin to keep that?—*A.* I began to keep that—there must have been one prior to this that I have not got, this is 1902.

Q. On the first page of this book you have a record of a matter in 1902?—*A.* Yes, that had nothing to do with Lady Howland, but what I had before, I don't know.

Q. I see on page 124, that the opening entry is interest on this mortgage paid from September 1st, 1904?—*A.* Yes.

Q. What book would that be in?—*A.* I don't know.

Q. Because this book has other matters beginning as early as 1902?—*A.* Yes, that is quite true, but the book prior to this, if I had a book, and I am not even prepared to say I ever had a book prior to this, prior to 1902, so that what happened is this, I take it, but my recollection is not altogether certain, that whatever book I may have kept, if I had one, and my impression is that I hadn't a book of this kind beside me until 1902.

Q. Assuming that sir, may I ask where the record of Lady Howland's mortgages and matters was kept from 1902, when you opened this book, until 1910, which appears to be the first, when you collected money, for instance on the Betts mortgage, from 1904 to 1910, where is the record?—*A.* There is the Morrison & Fudge interest paid in 1904.

Q. We are just dealing with the period prior to this book, where is the record of the payment of interest on Lady Howland's mortgages which existed from 1902 to 1910?—*A.* I don't know.

Q. Where could it be?—*A.* It could be burned, or it could be lost as I stated in my affidavit, that a large number of our books when we were moving from our old office, that we looked upon as of no use, and they were taken away and destroyed.

Q. During the course of this time you had partners?—*A.* Yes.

Q. I assume that Lady Howland's affairs were personal to you?—*A.* Yes.

Q. Did you keep a second or other book?—*A.* I don't know, it may be that during that interval they are in the ledger.

Q. Have you taken steps to ascertain whether they are or not?—*A.* No, I haven't.

Q. Then in preparing your account in detail of the receipt and handling of her interest moneys from year to year, or from the year 1902 down to the year 1910, for which you have produced a date and amount in detail, where did you get the date that you typed into the accounts in the fyle?—*A.* There are the receipts I received from Lady Howland.

Q. Then these are here present in bundle form?—*A.* Yes.

Q. These might be identified in the bundle?—*A.* Yes. I think you had better look through them and see that they are all there.

Q. I see you have a number of them there?—*A.* Yes.

Q. And you produce receipts from No. 1, to 240?—*A.* Yes, I didn't know how many receipts there were.

Bundle of 240 receipts put in by Mr. Slaght and marked as Exhibit 7.

Q. Then Mr. Hogg will you tell me what was the first money received from Lady Howland, under the trust?—A. I don't remember, I have no record of it.

Q. You have no record?—A. No.

Q. What is the first record you have of money received?—A. It is that letter you have already read, I forget the number.

Q. I mean, in a book?—A. 1905.

10 Q. Now if you will show me if you please, Exhibit 2. I am asking you sir, to give us the first book entry of the receipt of these trust moneys, the first entry in any book now in existence?—A. I don't think I have any book showing the amount of money received from Lady Howland at all. These books at this date were carrying on the mortgages from time to time as they fell due. The money did not come directly from her. Let me see this Exhibit 3, there is a cheque on page 57, for \$390.00, received from Lady Howland.

Q. That is on January 27th, 1910?—A. Yes, and there is one for \$1898.10.

Q. On March 31st, 1910?—A. Yes.

20 Q. What I want to get at sir, is this, the first book that contains any written entry of moneys either received from Lady Howland, or from somebody else for her, or the handling of her trust moneys?

A. You can see for yourself there is nothing in Exhibit 2, except the collection of the interest.

Q. I want now before the Court, the first written entry in any book appertaining to Lady Howland's trust funds, I don't care what kind of an entry it is?—A. It is on page 26, in Exhibit 2.

Q. It is found at page 26, of Exhibit 2, an entry of January 1st, 1905?—A. Yes.

30 Q. Is there any doubt about that sir?—A. What do you mean by doubt?

Q. That you are producing to the Court the book which contains, in point of date and time, the very first written entry regarding her moneys that is in existence in your custody?—A. Yes, that is quite right.

MR. SINCLAIR: Is that right? You can call it a written entry in a letter book, which may ante-date that. I don't know whether your letter book ante-dates that or not?—A. There is my letter which was read from my letter book.

40 TO MR. SLAGHT: Q. If there is a written entry which you can establish the date of, from letters, letter press copies from letters which are put in—I want from your records the first entry in point of date of Lady Howland's matters, that you have in existence to-day?—A. Well, a book-keeping entry, I have shown it to you in 1905.

Q. And if anything earlier than that exists, it is in what form?—A. A letter written to Mrs. Bethune, written in 1885, which apparently acknowledges receipt of \$1500.00, I sent her a cheque for \$405.00 of that.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

—
No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.

W. D. Hogg.
Cross-ex-
amination—
continued.

Q. Will you refer to the account which you have fyled with the Court, in this matter?—*A.* Yes.

Q. You have the account which you fyled with the Registrar of the Court on the presentation of this application, you fyled an account, which is a statement of the account?—*A.* Yes.

Q. You first fyled an account?—*A.* Yes.

Q. Is it the one you first fyled that you have before you?—*A.* No, it is an amended account.

Q. You fyled first the original account, and then you subsequently fyled a few days afterwards, what you call an amended account?—*A.* Yes. 10

Q. They are both on the fyle of the Court?—*A.* Yes.

Q. What transpired between the fyling of the first and second one, the first and second accounts?—*A.* I kept looking for these books and letters, and discovered there were amounts which did not really affect the result. I found amounts that had not been entered in the first one, and thought it proper to put them in.

Q. Did you make that discovery yourself, or was your attention called to some matters?—*A.* No, I made it myself.

Q. No one called your attention to anything?—*A.* No.

Q. You received no letters from the Toronto General Trusts Corporation on that subject?—*A.* No, not on the subject of an amended account. 20
When I prepared the amended account I sent a copy of it immediately to the Toronto General Trusts Corporation.

Q. But prior to this preparing of the amended account, I am instructed you had correspondence with the Toronto General Trusts Corporation on the subject of the first account you filed?—*A.* I sent it to them in a letter.

Q. Will you produce the letter you received from them prior to your making out an amended account?—*A.* Yes. This is on January 8th.

Q. You might produce all the recent correspondence between you and the Toronto General Trusts Corporation regarding this account?—*A.* I will produce the correspondence. All I have is three letters. 30

Q. What are the dates of the letters you are producing?—*A.* One is the 8th January 1927.

Q. Would you let me see that, sir?—*A.* Yes. (Letter produced and handed to Mr. Slaght.) There is one dated the 10th of January, and one the 12th of January—I think that is all I received from Mr. Lang.

Q. When you received the letter of 8th January, 1927, which will be Exhibit 8, had you altered your account and prepared the amended one?—*A.* No. When was that account fyled? 40

Letter dated 8th January, 1927, from the Toronto General Trusts Corporation, put in by Mr. Slaght and marked Exhibit 8.

Q. I understood you to tell me that prior to this letter Exhibit 8, you had not altered your account you had filed, you had not altered it?—*A.* I had not altered it.

Q. I will read this letter to you. This letter was from Mr. Lang, who is here present?—*A.* Yes.

Q. I asked you a moment ago whether prior to altering the account and fying a new one, any one had called your attention to any matters, and you said, no?—A. Well, I had forgotten that. He did call my attention to that \$2,000.00, I overlooked it and put in \$200.00. It may be that it was a clerical error on the part of the copyist, and when I looked it over I saw that \$200.00, had been put in, and I was very thankful that Mr. Lang called my attention to it, as it was simply a clerical error.

Q. Was it a mistake of the copyist, by leaving off one 0, and putting in \$200.00, instead of \$2,000.00?—A. It is quite probable that was
10 the way.

Q. Who prepared this statement?—A. I prepared it.

Q. Did you prepare it or dictate it?—A. No, I prepared it in my own hand writing, I wrote it on paper.

Q. Have you got the original preparation?—A. No, it was prepared on the back of an old appeal book.

Q. Have you those sheets?—A. No, I suppose they have been put in the waste basket, the basket for waste paper, and have been carried off long ago.

HIS HONOUR: Q. As I understand, the admission of Mr. Hogg is
20 \$2,000.00?—A. It is \$180.00, and \$200.00, which makes \$2,000.00, and \$200.00, was put in the account instead of \$2,000.00.

HIS HONOUR: Q. Is that item of \$200.00, in the original account?—
A. Yes, in the original account.

HIS HONOUR: Q. Where is it?—A. It is down at the bottom I think,
of page 5.

HIS HONOUR: Q. Dominion Coal Stock?—A. Yes.

To MR. SLAGHT:

Q. You say that the sheets in your own hand-writing have been burned or destroyed?—A. Oh I don't know, they were put in the waste paper
30 basket.

Q. They are not in existence?—A. No, I don't think it.

Q. When did you get out the first account you fyled?—A. I don't
know.

Q. When was that work done, Mr. Hogg?—A. What work?

Q. What month was the work done?—A. In this month.

Q. When you produced the first collection account?—A. Yes.

Q. They were both produced this month?—A. Yes.

Q. This item we are just now discussing, is an item that was altered between two accounts. Did you make other alterations?—A. Yes.

40 Q. Did anybody call your attention to any other matters?—A. No.

Q. What are the matters of alteration between the first account filed, and the second account fyled?—A. I don't know that I have the first account with me here. I can point them out as I go along, I can show you some.

Q. Well, we will go on?—A. You asked me a question and I propose to answer it.

Q. Pardon me. Now you want to call my attention to some alterations?—A. January 22nd, 1910, \$1710.00 Capital Real Estate Company.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

- Q. You are looking now at the second account fyled?—A. Yes.
- Q. On what page?—A. On page 7, on the right hand side of the page.
- Q. An item of January 22nd, 1910, you point out to me, being an amount received from the Capital Real Estate Company \$1710.00?—A. Yes.
- Q. How was that dealt with before?—A. It was not in at all.
- Q. That was a receipt, so that would increase the charge against yourself by \$1710.00, there?—A. Yes.
- Q. Who asked you to do that or called your attention to that?—A. Nobody, I was just going through the thing again, and I discovered I had left this out. 10
- Q. What was the third?—A. I will tell you how it came about.
- Q. Never mind that unless I wish you to?—A. I wish to.
- Q. I may say this to you Mr. Hogg, and I think it will save time; on these items that have been altered I am going to have a specific examination, and in full detail?—A. I found in an old copy book, these items, and their disposition you see.
- Q. Where is that book?—A. It is at my office.
- Q. What kind of a book is it?—A. One of these copy books in which you keep statements like that.
- Q. What is marked on the back?—A. It is an ordinary letter book, 20 only a long one.
- Q. Perhaps it is a book that is kept for copying accounts in?—A. That is what I have already said, it is an ordinary copying book.
- Q. And you have that book now?—A. Yes.
- Q. And you will produce it for us?—A. I can do that, but there is a copy of it.
- Q. Yes, but I would rather you produced the book?—A. All right.
- Q. \$1,710.00, that was—and by the way, had you not looked at this copying book prior to making out the first fyled account?—A. No, I didn't know I had it. 30
- Q. What item did you correct?—A. Received from Lady Howland \$1,898.10.
- Q. On what date?—A. April 4th, 1910.
- Q. Had that been omitted from the previous fyled account?—A. Yes.
- Q. Anybody call your attention that?—A. Nothing excepting this.
- Q. Any person call your attention to that?—A. Except that I looked at the book.
- Q. Looking at a book is not a person?—A. No, there was no person.
- Q. What is the fourth item?—A. The fourth is an item received from Lady Howland, \$390.00. 40
- Q. What date?—A. April 10th, 1911.
- Q. Had that not been inserted before?—A. No.
- Q. Any person call your attention to that?—A. No.
- Q. What is the fifth?—A. That is all there was there. I don't remember whether there were any others or not. Oh yes, there was, too.
- Q. Is there a supplementary statement in this morning?—A. Yes, there is one.

- Q. What is number 5?—A. \$664.90.
- Q. That is on top of page 5, of the last account, under date August 2nd, 1902?—A. Yes.
- Q. You charge yourself on account of Brophy loan, for principal, and interest on McDougald and O'Reilly loans \$664.88?—A. Yes.
- Q. Anybody call your attention to that?—A. No.
- Q. Are there any more amounts you charge to yourself?—A. I don't think so.
- Q. Pass on to the accounts which show alterations?—A. There were
10 some items in 1902.
- Q. On August 2nd. You paid to Lady Howland, on account Brophy loan \$450.00, and then on the same day you paid Lady Howland on account of Betts mortgage, \$100.00?—A. Yes.
- Q. That is a new item is it?—A. Yes.
- Q. Are there any others?—A. There is one I left out there \$61.88, and O'Reilly interest \$35.00.
- Q. These items all come—No. 7, is \$100.00, No. 8, is \$66.88, McDougald, and No. 9, is O'Reilly interest, \$35.00, that is nine alterations?—A. Yes.
- 20 Q. Any others?—A. Yes, there is one on page 5, in 1905.
- Q. At the foot of the left hand column, on page 5, you are indicating May 23rd, loan to Capital Real Estate Company, \$800.00?—A. Yes.
- Q. That is alteration No. 10?—A. Yes.
- Q. On page 7, there was a loan to Kelly of \$900.00, is that a new item, it is in February?—A. Yes.
- Q. That is alteration No. 11?—A. Yes.
- Q. Now No. 11, is where you credit yourself in February with loan to Mr. Kelly, on page 7?—A. Yes.
- Q. Of \$900.00?—A. Yes.
- 30 Q. Now what is the next?—A. Loan to Vaillancourt.
- Q. On the 15th of March, \$450.00?—A. Yes.
- Q. That will be No. 12?—A. Yes.
- Q. That is No. 12, is it?—A. Yes.
- Q. Then, to Lady Howland, paid \$1,138.50, that is April 4th?—A. Yes, that was the Betts mortgage.
- Q. That will be No. 13?—A. Yes.
- Q. Then there is a loan to Betcherman, of \$1,200.00?—A. Yes.
- Q. That will be No. 14?—A. Yes.
- Q. And the next one is August 8th, loan to Wolfe Shenkman,
40 of \$2,500.00?—A. Yes.
- Q. That is No. 15?—A. Yes, and there is a loan to Larcocque of \$200.00.
- Q. That is No. 16?—A. Yes, Then the next one would be a loan to D. L. Campbell, on December 7th, of \$800.00.
- Q. That will be No. 17?—A. Yes.

*In the
Surrogate
Court.*

—
Plaintiffs'
Evidence.

—
No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

Mr. MCKAGUE: To save time I might call your Honour's attention to a typographical error. There is an item in my copy typed in at \$28.50, and that should be \$128.50.

Mr. SLAGHT: In his Honour's copy this is \$900.00.

The WITNESS: That should be \$800.00.

To Mr. SLAGHT: *Q.* Do you say to the Court that an alteration should be made in that item?—*A.* Yes, that should be \$800.00, and not \$900.00.

Mr. MCKAGUE: The item dated April 23rd, there is an item entered as \$28.50, and that should be \$128.50, and that amount is taken care of in the same column in item dated December 7th, to which Mr. Hogg has just referred, loan to D. L. Campbell, it is marked in my statement as \$900.00, and changed to \$800.00, which corrects the error of \$100.00. 10

To Mr. SLAGHT: *Q.* You take the \$100.00, off the \$900.00, and put it on the \$28.50?—*A.* Yes, it doesn't alter the result in any way.

HIS HONOUR: Are we going to refer to this for the purpose of examination afterwards, or for any other purpose, as No. 18?

Mr. SLAGHT: Yes, that would be convenient.

To Mr. SLAGHT: *Q.* That will be No. 18?—*A.* Yes.

Q. There is a Mr. Mulkins here in the Ottawa Branch of the Toronto General Trusts Corporation?—*A.* Yes. 20

Q. Did he call upon you in the interval of your changing your accounts, and suggest your making changes?—*A.* He called on me very often, and he came one day not long ago, he had gone over the account apparently, and spoke of some amounts he thought were wrong, particularly——
(*Interrupted.*)

Q. Never mind the details, did he suggest changes?—*A.* No, no.

Q. He suggested no changes?—*A.* Oh, no.

Q. And you made no changes as a result of what Mr. Mulkins said to you?—*A.* He suggested no changes.

Q. You produce a letter of January 12th, 1927, which will be Exhibit 10, a letter from Mr. Lang of the Toronto General Trusts Corporation, to you?—*A.* Yes. 30

Q. In which he says, "there are three or four minor discrepancies, which no doubt you have discovered yourself, and I have sent a statement of these to Mr. Mulkins in the Ottawa Branch"?—*A.* Yes, he did call.

Q. And did he show the statement to you?—*A.* Yes.

Q. And did you make any changes as a result of that?—*A.* Oh I might have made one or two minor changes, it is quite possible, but I don't remember.

Letter from Mr. Lang, dated 12th January, 1927, to Mr. Mulkins, put in by Mr. Slaght, and marked Exhibit 9. 40

Q. Now then Mr. Hogg, you have fixed for me in the book Exhibit 2, on the 1st of January 1905, as definitely the first book of record which now exists, of these trust moneys. Will you take please, a copy of your final account as fyled in this matter?—*A.* Yes, I have it.

Q. You have your final account?—*A.* Yes.

Mr. SLAGHT: This final account has now been fyled, and it might be marked now perhaps by your Honour for reference as Exhibit 10.

Final account rendered by Mr. Hogg, put in by Mr. Slaght, and marked as Exhibit 10.

HIS HONOUR: It is a matter of the original, and amended account, which will be "A" and "B."

Mr. MCKAGUE: I take it that the supplementary account fyled this morning, is part of the final account?

Mr. SLAGHT: I haven't seen it.

10 HIS HONOUR: I have not seen it either. We will refer to the account fyled, on which the Order was given, the original account, and the other the amended account.

Mr. SLAGHT: That will do very well.

To Mr. SLAGHT: Q. Taking the amended account which you have before you, I see it begins in the year 1886?—A. It does.

Q. Paid Mrs. Bethune \$203.00?—A. Yes.

Q. And it runs with items on both sides, throughout the years 1886, 1887, 1888, 1889, 1890, and so on down by pages consecutively with varying amounts of odd dollars and cents. Will you produce for the Court please, 20 the record from which you compiled this account in this month of January 1927?—A. In 1927?

Q. Yes, you have just told us that you compiled both these accounts in January of this year?—A. This is the record.

Q. You now produce the record of 240 receipts, marked Exhibit 7?—A. Yes.

Q. Then do I take it that from that bundle of receipts produced, Exhibit 7, you have created or compiled both the original account, down to the year 1905, when the books begin?—A. Yes.

Q. Begin then with the amended account, the last production, the 30 first item of all on the right hand side, the right hand column, June 17th, 1886, \$203.00?—A. Yes.

Q. Let me see the document which enabled you to make that entry?—A. You better take it.

Q. You produce to me a receipt signed E. M. Bethune, for \$203.00, which is dated June 17th, 1886, as a voucher on the left hand side of the account to the item I called to your attention on the right hand side?—A. That is right, yes.

Q. And is that the way you created the item on the right hand side?—A. Yes.

40 Q. From nothing else?—A. Nothing else, I had nothing else to create it from.

Q. Then the next item, the second item on the left hand side, being the amounts you credit yourself with as having paid to Mrs. Bethune, is July 8th. \$15.00?—A. I think that is there.

Q. And you produce a receipt dated July 8th. "Received from W. D. Hogg, Esq. \$15.00," signed by Mrs. Bethune?—A. Yes.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

In the
Surrogate
Court.

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

Q. Where have you charged yourself on the other side with the receipt of the \$15.00?—A. I didn't get it.

Q. I beg your pardon?—A. I didn't get it, I paid her \$15.00, that is all.

Q. How do you mean that you paid her \$15.00, you didn't get?—A. I gave a cheque for it I suppose. She was visiting in my house very often in these years.

Q. How do you know you got \$203.00, the first item?—A. From the receipt.

Q. I will read you the receipt, "Received from W. D. Hogg, Esq., 10 \$203.00, E. M. Bethune"?—A. Doesn't it say what it was for?

Q. The next receipt is, "Received from W. D. Hogg, Esq., \$15.00, E. M. Bethune," and neither receipt discloses what they were for, so that could not be the way you distinguish them?—A. I don't know.

Q. I suggest to you that there must be a record, that you received \$203.00. Where is the record from which you made this account?—A. You have it before you.

Q. Having called your attention to the fact that both receipts are barren of information, how can you say at this lapse of years that you received the one amount you paid to her, and did not receive the other 20 amount?—A. I can't say, I am sure, how it was, it was forty years ago.

Q. It is just a guess?—A. It is just a guess, that part of it.

Q. Then the next item you charge yourself with, is August 4th, and is interest on mortgages \$112.50?—A. Yes.

Q. And then you have shown on the opposite side, paid Mrs. Bethune \$112.50?—A. Does it state what they were?

Q. No, it is a barren receipt, the same as the first?—A. At first that is the way it was done.

Q. That receipt for \$112.50, is August 4th, 1886, "Received from W. D. Hogg, Esq., \$112.50," and you have inserted in this account, 30 interest on mortgages, using the plural?—A. Yes.

Q. Why do you do that?—A. Because there were mortgages. There was more than one mortgage.

Q. What mortgages were those?—A. There was the one, the Lyons mortgage, which is mentioned in this letter book, and I don't know what others I am sure, I haven't got any record of that.

HIS HONOUR: May I trouble you to hand over these receipts?

Mr. SLAGHT: Yes, I have referred to three of them, they are the first three forming part of Exhibit 7.

To Mr. SLAGHT: Q. Now the next item I ask you about, is December 40 15th, interest on McAmmond & Martin loan, \$53.00?—A. Yes.

Q. And we find on the other side, paid Mrs. Bethune, *Re* McAmmond and Martin loan \$53.00?—A. Yes.

Q. You construct that item on the right hand side, from the receipt you possess, that, on that date you paid her that amount?—A. Yes.

Q. Have you any other date?—A. No, no other date.

To Mr. SLAGHT: *Q.* You have perhaps for us, those other books of entry which you were to get during adjournment?—*A.* Yes.

Q. You produce to us a book, which is marked, "Letter Book, Hogg & Hogg" and which we may identify as Exhibit 11, and you call my attention to page 428, where there is a letter press copy of a statement of investments for Lady Howland?—*A.* Yes, that was sent by letter of March 14th, 1912, I enclosed a statement of the mortgages.

Q. Perhaps from your own standpoint I would suggest it might be well to identify this letter of March 14th, 1912, at page 63 of the letter
10 book, as Exhibit 12?—*A.* Yes.

Letter book of Hogg & Hogg, put in by Mr. Slaght and marked as Exhibit 11.

Typed copy of letter dated 14th March, 1912, on page 428 of Exhibit 11, put in by Mr. Slaght and marked as Exhibit 12.

Q. You produce for us a book called a ledger, which will be called Exhibit 13, and you call my attention to page 4?—*A.* Pages 4, 5, 6, and 7.

Q. In this book which begins with an entry under date, May 26th, 1913, beginning at page 4, and "E. M. Howland, Interest Account" is the heading over the account?—*A.* Yes.

20 Ledger containing interest account of E. M. Howland, on page 4, put in by Mr. Slaght, and marked Exhibit 13.

Q. HIS HONOUR: What do you call that book?—*A.* It is a ledger, your Honour.

Q. HIS HONOUR: Any printed name on it?—*A.* There is the word "Ledger" on the back of it.

To Mr. SLAGHT: *Q.* It is a book, which although it is labelled, Ledger, does not purport to be of the character of a Ledger?—*A.* No, not a general ledger, it seems to be a ledger of certain persons and petty cash, and office account, and things of that kind.

30 *Q.* On this page it is headed, "Lady E. M. Howland, Interest Account," and the first entry on the left is May 26th, 1913, and covers the four pages we have spoken of, and there is an entry at the end in red pencil, "Carried to new ledger, folio 114"?—*A.* Yes.

Q. Where is the next one?—*A.* This is the next one.

Q. Then you produce as Exhibit 14, a book called a ledger, and going to page 114, you find it headed "Lady Howland, from old ledger, folio 7"?—*A.* Yes, that old ledger is Exhibit 13, and this carries on at page 114, 115, 116, and 117.

40 *Q.* And it begins December 31st, 1919, that is the first entry on the left hand side?—*A.* Yes.

Book called a ledger, containing a continuation of Lady Howland's account from Exhibit 13, put in by Mr. Slaght and marked as Exhibit 14.

Q. And it carries on for four pages, and there it refers us to folio 156, where we find a couple of entries at page 156, and we find there the entry, "Account Closed"?—*A.* Yes, that would be the end.

Q. Following an entry on October 19th, 1922?—*A.* Yes.

Q. Where do we go from there?—*A.* There is nothing further.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.

W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.

W. D. Hogg.
Cross-ex-
amination—
continued.

Q. That is the time the Trust Company took it over?—*A.* Yes.

Q. Now then, Mr. Hogg, I believe you at the request of the Trust Company, furnished them a statement of account at a date prior to the preparation of either of the two accounts fyled in Court?—*A.* Yes, I was trying to settle the matter.

Q. Would you let us have that Mr. Hogg, have you a copy of it?—*A.*

No, I haven't.

Q. Before we take that up, in 1922, Lady Howland was declared to be incapable of managing her affairs, under the Lunacy Act?—*A.* I believe so.

Q. And you were advised of that?—*A.* Yes, I was advised of it.

Q. An order being made by Mr. Justice Middleton?—*A.* I do not know who made the order.

Q. Were you familiar with the fact prior to the Order being made, that an application was being made by one of her daughters, Mrs. Lindsey?—*A.* I think I was.

Q. Now I assume that you received at that time—you have told us that you learned of an application being made to the Court by Mrs. Lindsey, one of the daughters?—*A.* I heard something about it, yes.

Q. You had correspondence about it, I am instructed?—*A.* I don't think it.

Q. Have you looked to see?—*A.* No, I haven't.

Q. At all events, you received I presume, from somebody a copy of the Order of the Court pronounced by Mr. Justice Middleton?—*A.* I did.

Q. Will you let me have a copy of the letter you received advising you that the Toronto General Trusts Company had been appointed Committee of the estate of Lady Howland?—*A.* I haven't got it.

Mr. MCKAGUE: I have a copy of a letter dated October 10th, 1922, from the Toronto General Trusts Corporation to W. D. Hogg, Esq.

Mr. SLAGHT: Does that purport to enclose the Order?

Mr. MCKAGUE: This is advising of the Order. Here is a copy of the letter.

Mr. SLAGHT: I would like to have a copy of the Order on the Court record.

HIS HONOUR: Mr. Hogg may perhaps admit the paper to be a copy of the Order.

Mr. MCKAGUE: There is no record in the Toronto General Trusts Corporation of Mr. Hogg receiving the Order, there is just the letter advising him of it.

Q. I suppose you would not turn over moneys and funds without first satisfying yourself that some one was entitled to receive them?—*A.* I suppose I did.

Q. And I have a copy of the Order made by Mr. Justice Middleton, 6th October, 1922?—*A.* I have heard of that.

Q. May I take it that you about that time received a copy?—*A.* It is quite possible.

Q. HIS HONOUR: Why did you turn over the assets and funds of Lady Howland?—A. Upon instructions from the Toronto General Trusts Corporation stating that they had been appointed a Committee of the Estate.

Q. HIS HONOUR: You knew that?—A. Yes.

Copy of Order made by Mr. Justice Middleton, put in by Mr. Slaght and marked Exhibit 15.

To MR. SLAGHT: Q. Some months before this you knew that her mental condition was precarious?—A. Oh yes, I think so.

10 Q. Would that be a letter written by you on July 7th, 1922, to my client Mrs. Campbell?—A. This is to "Dear Bessie."

Q. If you look at the signature, you could see. It is closed with "Your affectionate Uncle"?—A. It is my writing, "Will" I always signed myself like that to the family.

Q. I suggest that as early as July 7th, 1922, you had learned from the Hotel Manager that Lady Howland's condition was serious?—A. Apparently.

Q. Her mental condition?—A. Yes.

20 Letter dated July 7th, 1922, from Mr. Hogg to Mrs. Campbell, put in by Mr. Slaght, and marked Exhibit 16.

Q. And you learned that the Toronto General Trusts Corporation were therefore appointed to manage her estate, and to take over her assets from you at that time?—A. Yes.

Q. Did you turn over to them certain assets and moneys at that time?—A. Yes.

Mr. SLAGHT: If the Toronto General Trusts Corporation will let us have the letter you wrote purporting to turn over the assets in the hands of Mr. Hogg, that will make the record correct.

Mr. MCKAGUE: Here is the letter.

30 HIS HONOUR: Have you given me anything to show so far, that he was called upon to account?

Mr. SLAGHT: I asked for the letter, and Mr. Hogg hasn't it here with him, and he has told us that he had been communicated with and had been advised of the making of the Order, and perhaps you can show us the letter press copy of the letter which precedes that, and make His Honour's record a little more full.

Mr. MCKAGUE: The first intimation we had of the accounting was a letter dated October 10th, 1922.

40 Letter dated October 10th, 1922, from the Toronto General Trusts Corporation, put in by Mr. Slaght and marked Exhibit 17.

Q. HIS HONOUR: Was that the first request for an accounting?—A. That is the first intimation I had.

To Mr. SLAGHT:—Q. Mr. Hogg's reply is dated October 18th or 19th.?—A. It is the 19th.

Q. That is right, on October 19th. you replied?—A. Yes.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

—
No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

Letter dated 19th. October, 1922, with two statements attached, addressed to James Davey, Manager of the Toronto General Trusts Corporation at Ottawa, put in by Mr. Slaght, and marked Exhibit 18.

Q. Attached to that I find now an account of \$215.00, and a statement of the mortgages, totalling \$8200.00?—A. Yes, that is right.

Q. This letter with the two documents attached was sent by you in response to their request?—A. Yes.

Q. Did that purport to be at the time, the closing out of your trust with Lady Howland?—A. I thought that was, without going into it carefully I thought that covered it all.

Q. Now then you apparently enclosed a cheque for \$215.00?—A. Apparently.

Q. Will you turn up your ledger for 1922, and show us the book of account which agrees with the money you were then turning over?—A. The mistake I made was, and I didn't make it because none of these were my figures, the receipt of \$800.00, which went to Mrs. Brown, it was paid in by the Capital Trust Company, and was not put in, and that is why I made a further statement and put in some further amounts.

Q. I want to ask you to produce for us the book you were keeping, and which enabled you to make up for years \$215.00, as the amount you decided to turn over?—A. That is it.

Q. And you produce for me Exhibit 14, and call my attention to page 117?—A. Yes.

Q. And on page 117, I find an entry October 19th. Toronto General Trusts Corporation, interest on hand, Lady Howland, \$215.00?—A. Yes, I made a copy of that and sent it to them, I sent it to the Toronto General Trusts Corporation, and then my attention was drawn to the fact that the mortgage of the Capital Real Estate Company \$800.00, was not on that at all, I hadn't noticed it, and then I made up another statement.

Q. You made up a statement and sent them \$215.00?—A. Yes.

Q. And you balanced up your book at this time?—A. It was balanced up by somebody, I don't know who the bookkeeper was at that time. I think I had a fellow by the name of Lamothe.

Q. Was that accepted by the Toronto General Trusts Corporation at that time?—A. Well no, I should say not.

Q. Did they make any investigation at that time?—A. They brought to my attention the fact that this \$800.00, had not been placed in the statement.

Q. Let me have their reply, the reply to the last Exhibit, where they acknowledge your cheque and statement?—A. I haven't got it.

Mr. SLAGHT: Will you let me have your letter press copy of that?

Mr. MCKAGUE: I understood these were handed over to the Ottawa Branch.

Q. Mr. MCKAGUE: Do you know whether that is so, Mr. Hogg?—A. Yes, they were.

Q. Mr. MCKAGUE: In that event, would there be a letter?—A. It is possible.

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Q. Mr. MCKAGUE : There is a letter press copy of a letter I produce.

To Mr. SLAGHT : Q. Then on October 21st, a letter press copy is produced by the Trust Corporation, which will be Exhibit 19—that was written by the Ottawa Manager to you?—A. Yes, it is quite likely I give him a copy, if I had one, and I think I had a copy of the Order.

Letter dated 21st October, 1922, put in by Mr. Slaght and marked Exhibit 19.

Q. Did you receive a letter like that?—A. Yes,

Q. Do you not keep your letters four years back?—A. Oh some of
10 them, it is possible I have those, but I didn't look.

Q. Other than the correspondence we have had, the Trust Corporation, the new Committee, made no investigation of your trust at that time?—
A. No.

Q. They accepted your letters at their face value?—A. No, they pointed out the difference there of \$800.00.

Q. I said, at that time?—A. There was nothing further at that time.

Q. They did not go to your office and look over your books and records?
—A. No.

Q. And make any investigation, they took from you at that time,
20 what you handed them?—A. That is so.

Q. You were perhaps connected in an official capacity, with the Toronto General Trusts Corporation?—A. Yes.

Q. What was the capacity?—A. Chairman of the Advisory Board.

Q. You were Chairman at Ottawa, of the Ottawa Advisory Board?—
A. Yes.

Q. Have you since kept that position?—A. Yes.

Q. And you still keep that position?—A. Yes.

Q. Is that an appointment, or an elective position?—A. Appointed
by the Head Office.

Q. Is that a position with a remuneration?—A. Just a Director's fee.

Q. You receive a Director's fee?—A. Yes.

Q. You are a Director of the Toronto General Trusts Corporation?
—A. I am not a Director of the Toronto General Trusts Corporation, I am
a member of the Advisory Board.

Q. You get a Director's fee, a small fee in remuneration?—A. Yes.

Q. I am not interested in the amount, but I want to know what your
connection with them, is?—A. My connection is general advising on
questions that arise, and signing their cheques, and signing their slips in
the Bank.

Q. You suggest they called on you for something more?—A. No, they
40 pointed out to me that I had omitted to debit myself with the amount of
the Capital Real Estate mortgage of \$800.00.

Q. In 1922, you made your return and the correspondence is before
the Court, and the Trust Company knew of nothing more or complained
of nothing more until a long time after?—A. No.

Q. Until my client, Mrs. Campbell, had called your attention to what
she believed were some further assets you ought to account for?—A. Yes.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.

W. D. Hogg.

Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*
—
Plaintiffs'
Evidence.
—
No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

Q. Now let me have the correspondence that ensued between yourself and the Trust Corporation when they began to complain that your accounting had not been complete, at the instance of Mrs. Campbell?—*A.* I don't know at whose instance it was.

Q. I understood you were informed?—*A.* I don't think it. I have not got those letters here.

Q. They are of some importance?—*A.* No, I have another fyle at the office. I just put together what I thought might be required here, and that is another fyle.

Q. Will you produce for us the other fyle you speak of?—*A.* Oh yes, 10 certainly.

Q. Mr. Hogg, would you mind phoning to your office to have that fyle you speak of, brought over, because it is of some importance to have these communications, we will have to have them some time. Was it by letter they asked for the \$200.00?—*A.* My recollection is that Mr. Lang, this gentleman here, pointed it out to me verbally on some occasion when he was here, or wrote to me, but my recollection is that he pointed it out.

Mr. MCKAGUE: I have no record of any correspondence in 1923.

To Mr. SLAGHT: Q. I am instructed, as a result of some information Mrs. Campbell, my client, gave to the Toronto General Trusts Corporation 20 in 1923, the Trusts Company communicated with you, as to certain data, will you tell me if they did?—*A.* I can't tell you if they did or not.

Q. Will you please send for your fyle so that we may have that as a fact. Then Mr. Hogg, when did you commence making any further, or other accounting, if any, to the Trust Corporation?—*A.* In the last year, some time.

Q. I want you to give me, if you will, the very next instance of any accounting between you and the Toronto General Trusts Corporation, following the \$215.00 cheque?—*A.* That was only quite recently, not more than a couple of months ago, in November, I think. 30

Q. That is when you sent them some more money?—*A.* Yes.

Q. When I say, the next instance, that is the next call on you by them, and the next explanation you gave?—*A.* That was the next.

Q. What did you mean when you gave me something earlier than that?—*A.* You see last year I made up this first statement.

Q. How did you come to make this up?—*A.* I was asked to make it up.

Q. Let me see the letter that asked you to?—*A.* I haven't got it here.

Mr. MCKAGUE: I find here a letter from Mr. Hogg to the Toronto General Trusts Corporation at Ottawa, dated May 6th, 1926, which deals with this, and it would appear to be the first occasion on which any question 40 arose.

Mr. SLAGHT: Let us see your letter, which provoked that letter, and in order that the Court may have the facts between the Trusts Corporation and Mr. Hogg, I would ask my friend to let me have any intervening request made by the Corporation on Mr. Hogg for further data and accounting.

Mr. MCKAGUE: We will only be too glad to furnish any letter that will assist in this matter. The first communication seems to be between Mr. Hogg and the Ottawa Office of the Toronto General Trusts Corporation, which may or may not be as a result of the Trust Company calling up Mr. Hogg. This letter is dated May 6th, 1926, written by Mr. Hogg to J. F. Davey.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

Q. HIS HONOUR: That is admitted by you Mr. Hogg?—A. Yes, I wrote that letter.

No. 8.
W. D. Hogg.

Letter dated May 6th, 1926, from Mr. Hogg, put in by Mr. Slaght, and marked Exhibit 19.

Cross-ex-
amination—
continued.

To Mr. SLAGHT: Q. Now you give here a short statement in regard to certain mortgages, setting them out in detail, which statement setting out in detail certain mortgages, put in by Mr. Slaght, and marked Exhibit 20.

Q. Now what reply did you get from the Trust Corporation to that letter?—A. I haven't the letter here but the Trust Company will have a copy of it.

Mr. MCKAGUE: There does not appear to be a reply to that letter.

To Mr. SLAGHT: Q. What next Mr. Hogg, in the way of communication between you and the Trust Corporation, which resulted in a further accounting?—A. Apparently at first I made out this statement commencing in 1918. I made out a statement commencing December, 1918, and then I was asked for something.

Q. Did you send it to the Trust Corporation?—A. Yes.

Q. Let us have the first statement that you sent to the Toronto General Trusts Corporation, which will be Exhibit 21?—A. That is the first statement.

Statement commencing December 1918, made by Mr. Hogg, being his first statement made and sent to the Toronto General Trusts Corporation, put in by Mr. Slaght and marked Exhibit 21.

Q. It starts in 1918?—A. Yes.

Q. And you have produced a copy of it here?—A. Yes.

Q. Which is Exhibit 21?—A. Yes.

Q. HIS HONOUR: Did it purport to be a correct account down to the end of that accepted delivery to the Toronto General Trusts Corporation?—A. Yes.

To Mr. SLAGHT: Q. I see in that an item on the debit side, the last item you charge the estate is October 19th, the \$215. \$215.00, cheque you sent to the Toronto General Trusts Corporation?—A. Yes.

Q. Then the last item of all in this statement, is one that appears for the first time, an item of \$1155.00?—A. No, it isn't the first time it appears, it is in the book.

Q. You are telling me that being called upon for further accounting, you furnished to the Toronto General Trusts Corporation, this Exhibit 21?—A. Yes.

Q. Now I would like to know just when you let them have this?—A. I don't know.

Mr. SLAGHT: Will you let me have the copy from the Toronto General Trusts Corporation, and the letter covering it?

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.

W. D. Hogg,
Cross-ex-
amination—
continued.

Mr. MCKAGUE : My great difficulty is, that this transaction took place between Mr. Hogg and the Trust Company in Ottawa.

Mr. SLAGHT : While you are looking for that, please look for the letter from Mr. Hogg to the Trust Corporation at Ottawa, dated June 14th, 1926.

Mr. MCKAGUE : That may be the letter you are referring to.

Mr. SLAGHT : It is a letter from Mr. Hogg to Mr. Davey, Manager of the Toronto General Trusts Corporation in Ottawa, and Mrs. Campbell has a copy of it.

Mr. MCKAGUE : Yes, I have got it.

To Mr. SLAGHT : Q. I will call your attention to a letter you wrote on June 14th, 1926, W. D. Hogg, that is your signature?—A. Yes, that is mine.

Q. To Mr. DAVEY, the Manager?—A. Yes.

Letter dated 14th June, 1926, written by Mr. Hogg to Mr. Davey, put in by Mr. Slaght and marked Exhibit 22.

Q. Now then, up to that time you apparently were not sending any more money to the Trust Corporation, or perhaps you hadn't discovered that you had any more in hand?—A. No, I had not.

Q. You had not at that time, had you?—A. No.

Q. In October, my friend has now produced a letter for us Mr. Hogg?—A. October, what date?

Q. On October 26th, 1926, a letter from you to Mr. Davey again, the Manager of the Toronto General Trusts Corporation in Ottawa?—A. Oh yes, it had to go through that office.

Letter dated 26th October, 1926, from Mr. Hogg to Mr. Davey at Ottawa, put in by Mr. Slaght, and marked Exhibit 23.

Q. Now Mr. Hogg, prior to writing this letter, I understand that you had been called upon as a result of Mrs. Campbell's investigation, to account for a loan known as the Vaillancourt loan?—A. Yes.

Q. Which it was suggested you had received and not accounted for?—A. Yes.

Q. Some \$450.00?—A. Yes.

Q. And I understand you wrote to the Trust Company that you had paid that amount to the late C. R. Bethune, for his Mother?—A. I think that was a mistake.

Q. I want to know if you made that statement?—A. Yes.

Q. Then it was pointed out to you that you had not received the money for Lady Howland until after the death of Mr. Bethune, so that could not be?—A. Yes, that is quite right, that is a mistake.

Q. You wrote on October 26th, 1926, and stated that you were in error in saying that the Vaillancourt money was handed to the late Mr. Bethune?—A. Yes, that was a mistake.

Q. What have you since done with the \$450.00?—A. It is in the account.

Q. Have you paid it over?—A. No, it is in the account.

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Q. You had sent what purported to be a fully balanced statement?—
A. Yes.

Q. And you had been called upon specifically to account for the Vaillancourt moneys?—A. Yes.

Q. You had made an explanation in writing, admitting you had received them, and then saying you had paid them over by paying them to Charles Bethune?—A. Yes.

Q. Then you found that Charles Bethune had died before you received them?—A. Yes.

10 Q. Then tell me what you did with the Vaillancourt money?—A. It appears in the account, it is charged against me in the account.

Q. Turn to the book, page 117, where you rendered an account of your trust and sent a cheque for \$215.00, which you said balanced in full?—
A. Yes.

Q. Do you find that?—A. There it is \$215.00.

Q. Now when you made up that \$215.00, where was the Vaillancourt money?—A. There it was.

Q. Cash in full, mortgage Vaillancourt, \$471.78?—A. Yes.

20 Q. And you say there it was entered September 2nd, 1921?—A. Yes, it was there.

Q. On page 116, of Exhibit 14?—A. Yes.

Q. Then I ask you if it was there when you made up the book and arrived at the \$215.00?—A. Yes.

Q. Then why did you eliminate it from your accounting?—A. I didn't, there it is.

Q. Wait a moment, don't let us go too fast. When you made your accounting which the Trust Company accepted at its face value, you say that the Vaillancourt item appeared on your books as having been money received by you?—A. Yes.

30 Q. And you reached a balance of \$215.00, and sent it, and that is all?—A. Yes.

Q. Why didn't you put in the Vaillancourt money and send that along?—A. Because I put in the amount received from the Capital Real Estate Company in the further statement.

Q. There had been no further statement at that time. I want you to go with me mentally, if you will, to the occasion in 1922?—A. Yes.

Q. When you reached a balance, when you closed off your book, and marked Lady Howland's affairs as closed, and then you sent a cheque, and was this all?—A. Yes.

40 Q. At that time in October 1922?—A. The Vaillancourt money was in my hands.

Q. Was the entry at that time—I am asking you about October 1922—was the entry on page 116, which appears now in your book—was it then in your book?—A. Certainly it was.

Q. You have a distinct recollection of it?—A. It was written by the same bookkeeper.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

—
No. 8.

W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

Q. Then do you say it was there at that time?—*A.* Yes, I say it was there at that time.

Q. Then may I ask you why you did not account for it to the Trust Company in 1922?—*A.* Well, I just took the book as you see it there. I took the book as it is there with all the items, and that was the balance that appeared, \$215.00, and then my attention was drawn to the fact that I had not given credit for \$800.00. The Vaillancourt and all these other mortgages are in this statement that I gave to them.

Q. Perhaps you don't understand me, I want to get it very clear?—

A. I understand you.

Q. I want your explanation to the Court—you render an account of your trustee-ship, by making up an account and balancing your books, and send the Trust Corporation a cheque for \$215.00, and tell them that is all?—*A.* Yes.

Q. You tell me now that the Vaillancourt money wasn't in your hands?—*A.* The Vaillancourt money was in my hands, it was in the book.

Q. You say the Vaillancourt money was in your hands, and you did not account for it?—*A.* Oh yes, I did account for it.

Q. You did in the \$215.00?—*A.* Yes, I accounted for it all, I accounted for everything.

Q. When was your attention called to the Vaillancourt money being in your hands?—*A.* It was never called to my attention that I know of.

Q. Your own letter?—*A.* Yes, I wrote the letter.

Q. Why would you write a letter explaining about it unless some one had asked about it, when you say "I got the Vaillancourt money, and I paid it over to Charlie Bethune"?—*A.* That was a pure mistake, I had so many dealings with him, that it occurred to me that that is where it went to, and I commenced to look into it.

Q. It didn't go to Bethune?—*A.* No, it didn't go to Bethune, that was a mistake.

Q. Was the entry on page 116, which now appears, of the Vaillancourt money—was it in that book at all when you made out the cheque in October 1922, for the \$215.00, balance, and sent it?—*A.* Yes, it was there.

Q. The entry appears to me Mr. Hogg, to have been squeezed in between two other entries?—*A.* It looks like that, but you will find throughout that book and a great many other books, that entries are omitted and put in later.

Q. Was that entry omitted and put in?—*A.* I don't remember, I don't know, all I know is that I had a bookkeeper look after this as I thought properly, and he evidently at some time or other found that he had not put the entry in, or it was put in just at the time, I don't know that, I didn't keep the books Mr. Slaght, I had a bookkeeper to do that.

Q. Referring to Exhibit 22, the June letter, it says here in paragraph 1, "Philip Vaillancourt mortgage for \$450.00, was paid in February 1921, and the amount was handed to the late C. R. Bethune on his last visit to his Mother."?—*A.* Yes, that is there.

Q. That was the answer you gave when it was pointed out to you that you had got this money and had not accounted for it?—A. Yes.

Q. Why did you not take the book and look up the account?—A. That is the trouble, I didn't look up the book.

Q. When you made this statement it was erroneous, there was nothing to support such a statement?—A. No, I believed I had done that, I had been on several occasions doing as I said, give him a cheque or Express Money Orders to hand to his Mother, which he took to his Mother.

10 Q. Supposing in 1921 it had been true that of trust moneys of Lady Howland's you had handed a cheque or cash to her son Charles Bethune, you would have charged it in your books as against her?—A. So I would.

Q. You did?—A. Yes.

Q. Show me any entry in your book subsequent to the receipt of the Vaillancourt money which indicates the basis of that statement you made, that you had paid it to Charles Bethune or any one else?—A. I couldn't do it.

Q. Before making the statement did you look at your books, to see if there was any truth in that?—A. I don't remember looking at the books.

20 Q. You see what I mean?—A. I know what you mean.

Q. We are down to modern times, and you were called upon for the Vaillancourt money, and you know that Mrs. Campbell had gone to the Registry office and saw that the Vaillancourt mortgage had been paid off?—A. I could have told her that if she had asked me.

Q. Well, you didn't tell anybody?—A. She never came to me.

30 Q. Now I want to ask you this before leaving the matter to this Court, why such a statement was made to the Trust Company to satisfy them—why such a statement was made that you had paid it to Charles Bethune when there was nothing in your account to justify such a statement being made by you?—A. Well, the explanation is this. I was asked to make a report on the different mortgages. Probably, foolishly I admit, I might have gone into it more carefully than I did, I took it for granted I had paid over this amount, and then subsequently I was asked to send a statement, and I wrote a letter in which I told the Toronto General Trusts Corporation that my books had been lost, and I sent them a statement commencing on December 1918.

40 Q. That is Exhibit 21. Is that statement—this was a 1921 transaction?—A. Yes. This commenced in 1918, this statement I sent. I sent them a statement and in that statement the \$471.00, of the Vaillancourt mortgage was spoken of, was charged against myself as Trustee. Then in that letter I forwarded this statement thinking it would be sufficient, and I said I had another book that went back as far as 1913, that is as far as I could find, and then I was asked to make out a statement from 1913, which I did, and sent to the Trusts Corporation, and which was prior to the statement that I had made in 1918, and then I went back to May 1913, and made a statement which continued down from the 1918 statement, carrying a balance of \$18.20, and in that

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

—
No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
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—
Plaintiffs'
Evidence.
—
No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

statement all these mortgages, the Vaillancourt mortgage of \$471.00, and some other mortgages appear. Now I couldn't do anything more than that, no matter what I said in a letter which probably was written more off-hand than it should have been. The fact is there is an exact copy of my ledger account, and when that reached Mr. Lang or some one else in the office, they pointed out to me that I had neglected to put in \$800.00, that I had received from the Capital Real Estate Company.

Q. You have made a lengthy explanation, which I want to suggest, does not touch my question at all. 10

HIS HONOUR: Are you going to leave it, Mr. Slaght?

Mr. SLAGHT: Yes.

Q. HIS HONOUR: Mr. Hogg, on Exhibit 14, there is a payment ascribed to be a payment by Vaillancourt, of \$471.17?—A. Yes.

Q. HIS HONOUR: In the same book, and on the same page, dated in October, an amount of \$215.00 appears there which you gave the Trustees for Lady Howland, which you account for to the Toronto General Trusts Corporation?—A. Yes.

Q. HIS HONOUR: Now you were asked by Mr. Slaght for an explanation why, with the book before you, if it were, you should disclose to the Trusts Corporation the indebtedness of \$215.00, and make no mention of the sum of \$471.17, the Vaillancourt money?—A. Your Honour, if you look at Exhibit 14— 20

Q. HIS HONOUR: You see on different pages there are two items one of which was disclosed and the other was not, and you are asked if you can give an explanation why the Vaillancourt amount is not reported?—A. It was not reported more than any other item, for instance the Campbell mortgage, I received \$856.00. The Vaillancourt mortgage is accounted for in the general assets.

Q. HIS HONOUR: Yes I know, but have you any recollection whether that amount was before your eyes?—A. No I don't remember, excepting this, I asked the typist to make a copy of this book, and this is the copy of the book, this statement I have in my hand, and it accounted for everything, except as I say, that \$800.00, from the Capital Real Estate Company. 30

Q. HIS HONOUR: Who would extract the information given in the revenue account, and showing the \$215.00, from that book you are looking at?—A. I suppose the bookkeeper must have made that up and brought it to me, and I put it in. That statement your Honour showed a balance against me of over \$1100.00, and when I come to go into the thing carefully as I have done lately with the account that is now before you for audit, I went into matters very carefully, and got all the detail I possibly could up to that time, what I was really trying to do was to settle this thing the best I could without going to all this trouble and expense, but evidently it was not satisfactory, and later on I suppose Mr. Slaght will come to that letter I sent up with another cheque for 40

\$581.00. That appears in the large statement you have got, the amended account.

Q. HIS HONOUR: If you yourself had extracted from the book the information which was communicated to the Trust Company, that there was in hand the sum of \$215.00, which is now called revenue account, how do you explain that you did not disclose it to the Company?—

A. Disclose what, to the Company?

Q. HIS HONOUR: That you had the \$215.00. If you yourself had got the information that you had \$215.00, which you call revenue
10 account, how do you explain that you did not disclose it?—A. I did disclose it.

Q. HIS HONOUR: You did at one time?—A. Yes, I disclosed it.

Q. HIS HONOUR: You were asked by me how you would explain not disclosing the amount on hand—not putting it in the statement—if you yourself had examined the book and that page at the time?—
A. That is just it, I don't think I did examine it. I don't believe I examined the books—I got copies of the books made, that is all, just as it was, I took that account book to the typewriter, and said that I wanted copies made of this account.

20 To Mr. SLAGHT: Q. That is a later date, his Honour is asking you at the period when you balanced your books and sent a cheque for \$215.00?—A. That is shown in the account. On one side of the account there are the sums of money that are received by me, and on the other side are the amounts that are paid out, and from the statement that was put in my hands there was only \$215.00, of money on hand. Well, I paid that over, sent them a cheque for it.

Q. HIS HONOUR: What would show me—unless I am in error—that at that time there were other sums?—A. Oh there were other sums, because I say there was over \$1150.00, against me.

30 Q. HIS HONOUR: Did you know that when you were reporting the \$215.00?—A. Oh, yes.

Q. HIS HONOUR: That there was the further amount?—A. Oh certainly, I knew there were \$1150.00, odd dollars against me, the thing is perfectly plain.

Q. HIS HONOUR: Why did you not account?—A. I do account, there are the items. There is \$471.00 on that side received, and there are different items, and I gave a cheque for \$215.00, leaving a balance against me of \$1155.00. The thing is perfectly plain.

40 To Mr. SLAGHT: Q. When you were checked up and written to about the account, and you gave an explanation that you had given it to Mr. Charles Bethune on his last visit to his Mother, and if they had swallowed that as they did the other, you would never have been called on?—A. Quite possible.

Q. Although you had books there, if they had been looked at, that ought to have shown that disbursement?—A. Yes.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.

W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

—
No. 8.

W. D. Hogg.
Cross-ex-
amination—
continued.

Q. Then Mr. Hogg, just trace down the next occurrence from June to October—along in October Mrs. Campbell had been making further investigation, you learned?—A. I beg your pardon?

Q. Mrs. Campbell was dissatisfied, and was making further investigation?—A. I believe so.

Q. You knew that?—A. She came into my office.

Q. And asked for the information?—A. No, she said she had been in the country and in different offices, and hunting up something about my dealings with her Mother's money, and then she made certain demands on me, which I said I would consider.

Q. I see in Exhibit 23, your letter to the Toronto General Trust Company, and the statement following is made regarding these loans?—A. Yes.

Q. Then tracing it on, when did you next—when after October did you decide to turn over some more money to the Trust Company?—A. Well, that year.

Q. Now Mr. Hogg, I find on Exhibit 21, that the last item of all which you seek to charge against Lady Howland, after this investigation we have discussed so far, is an item of \$1155.00, which appears to have been put forward by you for the first time in October 1926?—A. Yes.

Q. That is true?—A. That is right.

Q. And never thought of before?—A. Well, I can't say that.

Q. Was it ever thought of before?—A. Oh yes, it was thought of dozens of times.

Q. Was it in your mind when you sent that cheque for \$215.00, in October 1922?—A. Yes it was.

Q. When you sent in the cheque for \$215.00, on October 19th, 1922, this \$1155.00 item was present to your mind?—A. No.

Q. And you are pointing out to me that it had been charged in the books?—A. Yes, at that date.

Q. And why do you suggest to the Court at that date, namely October 1922, you had charged in your books \$1155.00, or any equivalent sum?—A. In 1922?

Q. Yes?—A. That is the year it was charged.

Q. In whose hand writing is it charged?—A. I guess that is my own writing.

Q. Is there any doubt about it, that it is in your hand writing?—A. No, I don't think there is, that is my writing.

Q. And it is the only item on that page in your hand writing?—A. I don't know about that.

Q. And what I call, a new born item, is the only item on that page in your hand writing?—A. No, there is another, W. E. Brown.

Q. And that is all?—A. No, there is another one.

Q. Regardless of what date it was put there, you are the person who put that at the foot of the page 117?—A. Yes.

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Q. And are you the person who altered the figures on that page, and wrote heavy figures over altered ones?—A. How do you mean? What was there before?

Q. We may have to have a glass to find out?—A. That is \$1095—it was \$1195.00, and I changed it to \$1095.00, I think.

Q. Will you be kind enough to tell me on what date and occasion you say you wrote this entry \$1095.82, which is the last entry on the left hand column on page 117?—A. When did I write it in?

10 Q. Yes, sir?—A. I don't know, I don't remember.

Q. You have sworn it was there in October 1922?—A. Yes.

Q. You don't wish to alter that?—A. No, I do not wish to alter that.

Q. Commission on principal at two per cent., \$240.00, and collection of interest for 35 years \$855.82, and then you carry out \$1095.00?—A. Yes.

Q. Over the top of some other figures?—A. Yes, I think it was \$1195.00.

Q. Then by careful balancing, both sides of the book add up?—A. Yes, about the same.

Q. Not about the same, exactly the same, \$6801.42?—A. Yes, that was made to balance.

20 Q. When was it made to balance Mr. Hogg?—A. That was when.

Q. You point me now to page 156?—A. Yes.

Q. And that is a page very much further over in the book, only has two entries, and you carry \$6801.42 over?—A. Yes.

Q. And as the book now reads that entry seems to sort of balance things off, there?—A. Yes.

Q. And you did not disclose any such entry to the Trust Company when you sent them the \$215.00 cheque?—A. I think so.

30 Q. Will you show me any evidence in the year 1922, in October, or any other month or time, when you disclosed in any degree, directly or indirectly to the Trust Company, that instead of having \$215.00 on hand, you had some twelve or thirteen hundred dollars, and was paying yourself an old score over thirty years, and making the book balance in that way?—A. Yes.

Q. Show me anything you gave to the Trust Company in 1922, disclosing such a state of affairs?—A. What do you mean?

40 Q. I am instructed that no such disclosure was made, and if I am wrong—and I wouldn't want to be wrong—but if I am wrong, the solicitor for the Trust Company will be fair and will produce from the Company's files their letters, or you will produce letters, and show that in the year 1922, you made it known there was any such item, or any such trust moneys in your hands which you were adjudicating upon, and either paying to yourself or holding it for yourself, now is the time to show it?—A. That entry there is in 1922, October 1922, and that is the statement that was made at the time I handed over the mortgages and sent them the \$215.00.

Q. Since you make that statement, I suggest to you that it is not correct, and I would ask the solicitor for the Trust Company, Mr. Lang to help us here by furnishing anything, if there is anything, at that time from

*In the
Surrogate
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Plaintiffs'
Evidence.

—
No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

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Plaintiffs'
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W. D. Hogg.
Cross-ex-
amination—
continued.

Mr. Hogg, which conveyed to the Trust Corporation the existence of any such item, or any such entry?

HIS HONOUR: I am here to see that all the information is given to you that you are entitled to, but on the other hand, I must be certain that the witness, for instance, apprehends the question and grasps its full significance.

To Mr. SLAGHT:—*Q.* My suggestion Mr. Hogg is, that in your communication with the Trust Corporation in the year 1922, I suggest to you that you didn't send them any statement or account for commission nor disclose to them in any document whatever, either letter or statement, that you were purporting to deduct such an amount from the trust moneys you were called on to hand over?—*A.* I think that is right. 10

Q. HIS HONOUR: Do I understand this to be your statement Mr. Hogg, that you do not think you informed the Trust Company that you had a possible claim for commission and charges which had not formerly been communicated to them?—*A.* That is quite true.

Q. HIS HONOUR: They had no information from you to that effect?—*A.* No.

To Mr. SLAGHT: *Q.* Similarly Mr. Hogg, am I right in suggesting that they had no information when you turned over the \$215.00, that you had \$1095.00, more of Lady Howland's that you were not saying anything about?—*A.* That is what the books showed, and I just took it as it was in the books, and sent them the difference. 20

Q. The books do not show that you put the entry there for a balancing entry?—*A.* That is quite right, I thought it was a proper entry.

Q. You didn't disclose the additional amount of money in your hands?—*A.* No, I didn't.

Q. Then we will pass from that.—*A.* All right.

Q. Then they were calling upon you as we have heard, rather aggressively in 1926, because that is when the \$470.00, came up, and I suggest that you didn't disclose that you had all this additional trust moneys in your hands during the years 1923, 1924 and 1925?—*A.* I don't think it. 30

Q. And it was only as a result of their investigation that forced the further accounting, that you finally disclosed to them the extra balance of trust money that you had in October 1922, and did not tell them about?—*A.* I wouldn't say that, it looked to me to be a fair charge.

Q. I am not talking about the charge at all, but I am talking about the disclosure, Mr. Hogg?—*A.* I didn't disclose it, but I thought it was a fair charge.

Q. Then am I right in suggesting that you disclosed it for the first time in Exhibit 21, when you sent along an amended statement?—*A.* It was not an amended statement, it was a continued statement. 40

Q. Then you sent it along in the fall of 1926, extending over a period of 38½ years, under an arrangement with her—Exhibit 21—\$1155.00?—*A.* That is correct.

Q. That is the first disclosure from you Mr. Hogg, to the Trust Corporation, of any such moneys?—*A.* Yes.

Q. Who changed the entry you had in the book, and raised it to \$1155.00?—A. I did.

Q. Did you do that to kind of balance off and avoid turning over a further balance which was then disclosed to be in your hands?—A. No.

Q. Why did you raise it?—A. It is only raised a few dollars.

Q. I know, only \$60.00?—A. That is all.

Q. You were found to have \$60.00, more trust money in your hands?—A. No.

Q. Doesn't your account show that even if you were allowed that
10 by somebody, you would still have \$6.42, to account for?—A. Perhaps so.

Q. And your account you got out in October 1926, you show trust moneys received then amounting to \$6666.82?—A. Yes.

Q. Which of course you had to account for in some way?—A. Yes.

Q. And by this time you had put in the Vaillancourt \$450.00?—A. Oh, yes.

Q. Isn't it in there yet?—A. It is in there.

Q. You raised this amount to \$6666.40, or just about square, within \$6.42?—A. Yes, about square, Yes, I thought that was fair.

Q. What was the change between October 1922, and October 1926,
20 in that interval of four years to make it any fairer then, than it would have been in 1922, if you are telling us the truth about ever having made an entry in 1922?—A. Oh yes, I made it in 1922. You don't impugn my statement that I made it in 1922?

Q. It is not for me to impugn. The course of my transactions and my instructions force me to suggest that the entry on page 114 of the book, which you tell us was made in 1922, never was made in 1922, and the book was balanced then without it, what do you say to that?—A. Oh no, it was not balanced without it.

Q. And that the page 156, away over in the other part of the book is a
30 clean page written up after October 1922?—A. Evidently I never knew anything about that page until I began to look that up, the book-keeper did that.

Q. That is an odd page over there?—A. No, it isn't an odd page, it is a second page in the book.

Q. Then you made an entry of \$1095, and covered up another entry, covering it up with ink, will you tell the Court what was under it?—A. I don't know.

Q. Look at the book and your own alterations and give us some idea of what was under that entry?—A. I have no idea, you see how it was
40 worked out, it may have been written in by error, the wrong figures put down, and the other figures put on top of them.

Q. There is something there underneath that, and you made the alteration, now tell me what disappeared when you put that new amount in there?—A. I don't know.

Q. You have already told me that the first time you disclosed to anybody the \$1155.00, item, or any charge for such a matter, no matter what the amount, was in October 1926?—A. Is that the date, October?

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

*Plaintiffs'
Evidence.*

*No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.*

Q. Yes, about October 1926?—*A.* Yes, about that date.

Q. And then, subsequent to turning over the \$215.00, you have turned over some more money to the Trust Company since being called on?—*A.* Yes, \$581.00.

Q. When did you turn it over, and what money?—*A.* \$581.00.

Q. Give me the records that came into being on the occasion of your making that further accounting?—*A.* That is what I have already told you several times.

Q. Give us the letters first, and then we will have them?—*A.* I haven't got the letters.

Q. Perhaps Mr. McKague can give them to us, he will have your originals, and you will have the Trust Company's?—*A.* I will tell you how the \$581.00 came about.

Q. Don't tell us anything from memory, give us the documents. You first got a letter?—*A.* No, I don't think I got a letter, I think that Mr. Lang pointed out to me that there was \$800.00, as I have already said over and over again, \$800.00, money of the Capital Real Estate Company was not debited against me in this statement Exhibit 21, and I was asked where did the Brown money come from it should have been \$800.00, which the book keeper didn't put in. I asked him the other day, "How in the name of fortune did you leave that out?" and he said, he didn't know. That should have been in there and it would have made a difference of about the balance shown on the general account I have now put in.

Q. HIS HONOUR: I do not understand how that error occurred to the extent of \$581.00?—*A.* Well, Mr. Lang here, who is one of the Toronto General Trusts Corporation officials, pointed out to me that in this statement Exhibit 21, I had overlooked and omitted from the credit side of the statement \$800.00, which I had received.

Q. HIS HONOUR: You had not charged yourself with it?—*A.* I had not charged myself with it, and as I say, I spoke to the book keeper about it over a month ago. He isn't with me now, but he frequently comes in, and I asked him how he came to leave out this \$800.00, and he said he didn't know, it was just an oversight, and in order to make that good I endeavoured to bring about a settlement on November 16th, of last year. A couple months ago I received a letter from Mr. Lang and it was handed to me by the Manager of the Toronto General Trusts Corporation here, and I wrote a letter then. I don't remember where that letter of ours is. That was a letter between the Toronto Office and the Ottawa Office.

Q. HIS HONOUR: Anyway, there was an error in an accounting, that particular mortgage was omitted?—*A.* Yes, that was omitted, and in order to endeavour to bring about some settlement without going to all this expense and trouble, I made up a statement showing \$581.00, which I should pay over, and which I did pay over.

Q. HIS HONOUR: In respect of that particular mortgage account?—*A.* It was on account generally, and it was an effort to bring the matter to

a conclusion. I say in regard to that \$800.00, it was paid me by the Capital Real Estate Company, Mr. Lang mentioned that interest should be allowed on the \$800.00, from 1918, and I paid in \$581.00. I might say to your Honour, that I have to be my own counsel to some extent, that all this that has been gone over is covered now by a complete statement which I have made up as nearly as possible—as nearly as it possibly can be done, charging myself on the one side with everything I can find, and debiting the estate with all the moneys I have paid out.

10 HIS HONOUR: Of course Mr. Hogg, I think you certainly have the privilege, and it is due to yourself to make such a statement, but I must ask myself whether at this stage I should interfere with the privileges of counsel.

Mr. SLAGHT: I don't object Your Honour, to Mr. Hogg making this statement now, but I think I suggested that Mr. Hogg should have counsel.

Mr. HOGG: I have accepted Mr. Sinclair as my counsel, to look after my interests.

HIS HONOUR: I felt for the moment that the remark then made was capable of two meanings, which I need not particularly specify, and perhaps it was because at that moment I was intervening.

20 Mr. SLAGHT: What I had in mind sir, in regard to counsel was, personally I would much prefer if Mr. Hogg had assisting him here, counsel, because no matter how good lawyers we may be, it is very difficult in our own matters to give a disinterested view point, and see that our case is presented to the best effect, and Mr. Hogg is so well able to employ counsel—and in a matter of this kind I would say that I wish he had one. I did not have any double meaning to that when I suggested that he should have counsel.

HIS HONOUR: I thought it was capable of a double, but I would be very loth to think it was intended to convey that.

30 Mr. SLAGHT: No, no other meaning except on one of desire that Mr. Hogg should have counsel.

Mr. HOGG: If I had known that you were going into this matter in such detail I would have had somebody here, but I thought I was only going into this to pass my accounts.

HIS HONOUR: It is only because Mr. Hogg is without counsel and endeavouring to go back over forty years, and while he has a remarkable memory, he may not have matters in his mind as much at this moment as if it was for a client, and my reluctance as a Judge to take any part in the examination is great, and I will not do it except where I feel there
40 is a possibility of some injustice being done.

Mr. SLAGHT: I have been trying to go more slowly and more reasonably than I would if counsel were here, and I will now continue my examination.

To Mr. SLAGHT: Q. Now the letter of November 16th, 1926, Mr. Hogg, from yourself to Mr. Davey the Manager of the Ottawa Branch of the Toronto General Trusts Corporation, there is something on the back here, does that apply to this, or why is it attached?—A. It is an enclosure.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

—
No. 8.
W. D. Hogg.
Cross ex-
amination—
continued.

*In the
Surrogate
Court.*

Letter dated November 16th, 1926, from Mr. Hogg to Mr. Davey, Manager of Toronto General Trusts Corporation at Ottawa, put in by Mr. Slaght, and marked Exhibit 24.

*Plaintiffs'
Evidence.*

Q. So along with that letter Exhibit 24, you sent a cheque for a further \$581.00?—*A.* Yes.

*No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.*

Q. Did you put forward at that time the \$1,155.00, or what had happened to that?—*A.* I was just dealing with this one point there, the commission to debit. I should say from my point of view as to the \$800.00, I have not gone into that at all.

Q. There was another little matter that had crept up, that Mrs. Campbell had asked about, and this was to clean that up?—*A.* Yes. 10

Q. So this \$581.00, was to clean up the Capital Real Estate matter, and in doing so you brought forward a loan said to have been made to Lady Howland in 1895?—*A.* It was not a loan, it was a payment in advance, the same as if I sent her \$50.00, I expected to get back next week.

Q. I want to see how you attempted to clean it up. The Trust Company at the instance of Mrs. Campbell had investigated this Capital Real Estate matter, and said that you had been paying interest to Lady Howland for a long period of years on an \$1,800.00, mortgage of the Capital Real Estate, is that so?—*A.* Yes. 20

Q. And they had pointed out when your statement of October was sent along, which you again balanced up by using the \$1,155.00, that instead of charging yourself with \$1,800.00, principal received from the Capital Real Estate Company, you only charged yourself with \$800.00, is that correct?—*A.* That I only charged myself with \$800.00?

Q. Yes?—*A.* Yes, that would be correct, and I state here that I have \$1,000.00 on hand of that \$1,800.00.

Q. Going back to October 1922, when you sent along the \$215.00 cheque in full, you had that thousand dollars in hand?—*A.* No, I didn't have it. 30

Q. Oh yes?—*A.* And they were told.

Q. You didn't get any money in after October 1922, for Lady Howland, from anybody?—*A.* No.

Q. Then it is correct to say that you had \$1,800.00, in hand at the time you sent that \$215.00, cheque?—*A.* No, I think that thousand dollars was used for a mortgage.

Q. I think you are speaking of the \$800.00?—*A.* No I am not, what I am speaking of is this. The balance of the money received from the sale of the coal stock was \$1,800.00, and I expected to get a mortgage for \$1,800.00, and wrote to Lady Howland to that effect. 40

Q. Wasn't that a balance of \$2,000.00?—*A.* Yes, it was a balance of \$2,000.00. I paid Lady Howland \$200.00, of that money received from the sale of the coal stock, and there was \$1,800.00, left, and I expected to get a mortgage for \$1,800.00, and wrote to her to that effect, that I was arranging for that, and it happened that a mortgage for \$1,800.00 was not available, but a mortgage for \$800.00 was available, and that left a thousand dollars in my hands.

Q. What year was that?—A. That was in 1910, long before 1922, twelve years before that.

Q. Isn't it correct to say that long before you sent that little cheque of \$215.00, wasn't that thousand dollars in your hands?—A. Oh no.

Q. Unless you had eaten it up by this old loan?—A. It was an advance. That \$2,000.00, came into my hands on the 22nd or 23rd of May 1905. I paid over \$200.00, of that to Lady Howland and had \$1,800.00, in hand, and I expected to get a mortgage for \$1,800.00, and I didn't get that mortgage as I had expected to, but I did get a mortgage
10 for \$800.00. In February of 1910, that thousand dollars remained uninvested for five years, and that is why I think all this stuff is no use, because this amended account shows the whole thing. In February 1910, I made a loan to Mr. Kelly for \$900.00, and that was part of that thousand dollars.

Q. Now then Mr. Hogg, I am going to deal for a few minutes with your letter of November 26th, 1926, Exhibit 24, and in that letter you do turn in \$581.00, don't you?—A. Yes.

Q. And unless you can properly satisfy the Court of a claim of yours for \$600.00, plus \$300.00, making up the first two items \$900.00, you
20 would have had to turn in \$900.00, more along with the 581.00?—A. Yes.

Q. In the following questions I put to you, I am going to point out that I challenge your right to charge this estate with the \$600.00, and the \$300.00?—A. I am not charging them with the \$300.00. That was a statement made up trying to bring this matter to a settlement, and there was no settlement effected.

Q. Why do you say you are not charging the estate with \$300.00, because you are when you bring out a balance of \$581.00, in this account Exhibit 24?—A. What has that to do with the general statement of account?

Q. Never mind that, we can only see how good the general statement
30 is, by seeing what items you seek to charge the estate?—A. You are talking about the \$600.00 dollars?

Q. Yes, and the \$300.00, and I suggest to you that you were called upon for \$1,800.00 accounting in November 1926, that was the first time that you put forward against the estate this old advance in 1895, what do you say?—A. It is one of the items for which there is a receipt some place among these receipts. It was an advance made at a time when I had not collected in sufficient money, or say money for that matter, had none on hand, and it was a matter of some importance to Lady Howland
40 to have some money, so I advanced her \$600.00, to help her through with her marriage and different expenses she was put to at that time, knowing that it would come back to me.

Q. Now keeping books as you did along in 1922, sending in \$215.00, to the Trust Company as a balance you owed the estate?—A. I have explained all that.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

In the
Surrogate
Court.
—
Plaintiffs'
Evidence.
—
No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

Q. You had taken the \$600.00 into account then, of course?—A. I really don't know, you see I can't tell what was in the books prior to 1905, I suppose that was included in some account away back in 1905.

Q. And then you took your book or books from that, and made an account, and after being challenged, so to speak to do so, you produce a balance due from you to Lady Howland of \$215.00?—A. Yes.

Q. And in reaching that balance, I want you to tell us about that, you took into account the \$600.00, that you had advanced to Lady Howland in 1895?

HIS HONOUR: I do not know that I quite understand that question, 10
Mr. Slaght?

Mr. SLAGHT: He said the \$600.00 advanced to Lady Howland in 1895, had been taken into account in reaching the figure of \$215.00, which he paid over in 1922.

HIS HONOUR: Are you now referring to the revenue account, Exhibit 18, the \$215.00, in other words, that accounting is shown by Exhibit 18, and if so, I would ask him to show wherein he has taken into account the \$600.00, that was advanced in 1895?

To Mr. Slaght: Q. His Honour asks, Mr. Hogg, where in your revenue account, which is a statement you made up and sent in when you turned 20
over \$215.00, in 1922, where in that did you take into account the \$600.00 advanced to Lady Howland in 1895?—A. I wasn't dealing with that, what I found was in 1913, if your Honour will refer to Exhibit 21.

Q. You have answered his Honour's question by saying that the revenue account doesn't refer to that?—A. Oh, no.

Q. On being called upon by a Committee to close out the accounts between yourself and Lady Howland in her matters, you sent to them \$215.00?—A. Yes.

Q. That purported to show that it was made up of four items of interest you had lately received?—A. Yes. 30

Q. And prior to the receipt of these four items of interest, matters stood level between you and Lady Howland?—A. Yes, I should think so.

Q. That is obvious, isn't it, if it was a proper account, and matters being level between you and Lady Howland, you had taken into account the \$600.00 you had advanced in 1895?—A. No, I was not dealing with that, the general account, this account which I expected we were going to go through, is my account from the start, from 1886, and embraces every item that I can possibly get hold of, and if in 1922, \$215.00 was paid over, then that was the balance left after some commissions to me, and there it is.

Q. No "ifs" about it, Mr. Hogg; you as a Trustee are called upon 40
by a Trust Corporation, who have a duty to a lady who has lost her capacity to transact her own business, and you are asked to transfer your moneys and securities to them, you hand them over \$8000.00, and say, that is all the moneys I have?—A. Yes.

Q. And in reaching that conclusion—and you are the only one who knows how you reached it—you had in mind that you had advanced to

Lady Howland \$600.00, in 1895?—*A.* That formed part of the general account.

Q. Certainly, with which you reached the balance of \$215.00?

Mr. MCKAGUE: May I suggest that you ask *Mr. Hogg* when this omission of \$600.00, first occurred?

To *Mr. SLAGHT:* *Q.* It is not an omission?—*A.* When I sent in my account, I took it for granted on my ledger, that there was a balance against me of \$80.00, and— (Interrupted).

Q. Now then, isn't this the position *Mr. Hogg*, I want to be perfectly
10 fair with you—When it was disclosed to you that you had actually received a larger amount from the sale of the coal stock at a later date than you had charged yourself with, and when you were asked to account for another \$1800.00, that it was on then, in the year 1926, that you go back and bring forward a \$600.00 item, that you say you advanced to Lady Howland in 1895?—*A.* That was a statement made up with a view of trying to bring this matter to a conclusion, it has nothing whatever to do with the general account I have made up.

Q. You have told me this statement was produced because you brought it up to account for \$1800.00, that you had apparently overlooked, that is
20 correct?—*A.* Yes.

Q. And this was made up in order to account for that sole item, for the alleged delinquency?—*A.* Supposing it is?

Q. Then I suggest to you, that you go back to 1895, and haul forward?—*A.* I didn't haul forward anything.

Q. I use this language, and you can criticize it if you want to, you bring forward an old item that you had advanced to Lady Howland, and interest on it, and there is no reason for bringing forward that \$600.00, now, for it was always taken into account in earlier years?—*A.* Yes.

Q. Then will you tell us why it is you produce an item which you said
30 you had previously taken into account, and add \$300.00, for interest, and therefore ease yourself, on that theory?—*A.* I didn't ease myself one five cent piece.

Q. Pardon me, if you succeed in that you do ease yourself to the extent of \$900.00?—*A.* I do not for one moment.

Q. Now *Mr. Hogg*, am I stupid, or what?—*A.* No you are not stupid, but what I submit is that it has nothing to do with the account I made up hoping to get some settlement.

Q. And which I cannot indulge a hope of, unless you show some justification?—*A.* The justification is in the general account which I have
40 made up, if you will go through it you will see the difference.

Q. *HIS HONOUR:* Before we get away from that, I would like to go over the examination for the last few minutes, dealing with that \$600.00. *Mr. Hogg*, I think you have stated that at one stage in previous years, this charge of \$600.00, was wiped out, is that the substance of it?—*A.* No.

Q. *HIS HONOUR:* I am going to ask you to show me any entry, if you can, any entry in your book or anywhere, showing that that amount you have charged in 1895, was wiped out?—*A.* There is no such entry book.

*In the
Surrogate
Court.*

Plaintiffs'
Evidences.

—
No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

Just allow me to express this; I have made up a general statement from 1886. All these matters were simple, and the result of the statement is, that I found \$581.00 due to the estate, and which I made good to the estate by reason of having left out of the account on \$800.00, mortgage. Now why this should all be gone into, I don't know, because there is an account which starts with 1886, and goes down to 1922, and embraces every item that has been discussed here to-day, and to my mind it is simply confusing.

HIS HONOUR: Yes, but counsel cannot very well be deprived of his right to cross-examine you on any item he sees fit, and if you find it confusing, it may be unfortunate?—A. The object of that cross-examination your Honour is simply to try and get out of me \$600.00, which forms part of the general account, and which was put in the general account. 10

HIS HONOUR: I will not deal with this particular point now until you say you are finished with it Mr. Slaght, and then I will be constrained to ask some questions.

To Mr. SLAGHT: Q. On the \$600.00 item and the \$300.00, item, I am going to finish with them by endeavouring to get an admission from you Mr. Hogg, if you will agree with me that you are using that in getting ease in your account, and that is perfectly and obviously the purpose, you see it in your letter, because you would be required to send in your letter \$581.00, which you are adopting as an off-set against this discovered error where you charge yourself too little—you are adopting two old items which you have admitted under oath were taken into account by you before in reaching a balance in Lady Howland's affairs at the time you sent the \$215.00 cheque, so will you now concede to me that you are using these two items of \$600.00, and \$300.00, to ease your account?—A. Nothing of the kind. 20

Mr. SLAGHT: You may question him on the two items, I am through for now.

HIS HONOUR: I think you are talking at cross-purposes, or at any rate, that the witness does not grasp the full significance of your questions, and his answers thereto. As I would interpret his replies to you, and as I think counsel does, I think it would mean this, that at some previous stage in the dealings with Lady Howland and Mr. Hogg, an indebtedness, if there were any, of \$600.00, had been wiped out, and that was the condition when the Trust Company was furnished with the statement of revenue account of \$215.00, and which conveyed what seemed to be an admission by Mr. Hogg, that that indebtedness of \$600.00, had been wiped out and liquidated, I suppose by Lady Howland, nevertheless it was, if I may use the expression, it was resurrected by him in this account of November 16th, which would mean that so far as that account is concerned, that he without right or colour of right used that item of \$600.00, to bring about a balance in his account, on that debt. 30 40

Mr. SLAGHT: That is the position.

Mr. HOGG: No, that cannot be the case, if you look at it in the broad light.

To His Honour: Q. HIS HONOUR: In other words, if you advanced to her \$600.00?—A. Yes, I did advance it to her.

Q. HIS HONOUR: And you in this examination have admitted that it was wiped off the slate, which means that that debt was satisfied?—A. I never admitted for one moment that it was wiped off.

*In the
Surrogate
Court.*

Q. HIS HONOUR: And notwithstanding that you admitted that it was wiped off, settled, and that you on this occasion, to ease yourself with respect to the indebtedness as it would now appear, was using as a cross entry the sum of money that once had been advanced by you, and which you acknowledge had been wiped off the slate. Is that the understanding you wish to have left with the Court?—A. I hope not.

Plaintiffs'
Evidence.

—
No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

10 Q. HIS HONOUR: Well, that seems to be the understanding?—A. The \$581.00 was put in because it was an amount that was due to them.

HIS HONOUR: You will have the privilege through counsel on re-examination to explain that, or anything else that has been asked you on cross-examination.

To Mr. SLAGHT: Q. Then Mr. Hogg, going again to your letter of November 16th, 1926, you have an item there in 1905, by cash a thousand dollars?—A. Well, that is right.

Q. You are charging yourself with that?—A. Yes, a \$1000.00, I advanced, and it was wiped out by a mortgage, all but \$100.00, a
20 \$900.00 mortgage.

Q. According to my statement, according to a prior account that was made out, that thousand dollars was wiped out, all but \$100.00, so you charge yourself with \$100.00, you had in hand?—A. Yes.

Q. That you had back in 1905, it is in the letter?—A. Yes.

Q. And interest on that for twenty-one years, is that correct?—A. That is what is stated there.

Q. I rather gathered that the \$100.00, was on hand in addition to the \$215.00, which you turned in, and in addition to the \$1155.00 which you charge off as commission recently, when you made the accounting
30 in 1922, you find now that that extra \$100.00, was on hand, do you?—A. Yes, yes.

Q. Because you see you are using \$1155.00, by a cross charge, and then you are using this \$100.00, at least it is \$205.00, that balance you paid off, that is correct?—A. I paid \$581.00.

Q. Then you charge yourself with commission credited in statement \$800.00, received from the Capital Real Estate Company Limited, which was afterwards lent to Alice E. Brown in 1922, so you charge yourself with \$800.00?—A. Yes.

Q. Let us go into the Capital Real Estate matters a little bit. Who
40 were the officers of the Capital Real Estate Company?—A. I was President and N. D. Porter was Secretary, and there were others, a number of other men.

Q. When did they come into being?—A. In 1899.

Q. When did they go out of being?—A. Well, practically in 1922 or 1923.

*In the
Surrogate
Court.*

Q. Did they wind the company up, or did they go into another company?—*A.* No, Mr. Porter bought up all the stock, and divided it up in his family.

*Plaintiffs'
Evidence.*

Q. But the books and records of that corporation back for a number of years are still in existence?—*A.* Yes.

*No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.*

Q. Have you checked up the condition that Mrs. Campbell said she found to exist in the Capital Real Estate Company?—*A.* I haven't heard of it yet.

Q. Haven't you looked at the books of the Capital Real Estate Company?—*A.* Yes, I looked in the books to see if there was a mortgage for \$1800.00, and there never was one. 10

Q. That is what I am instructed.

HIS HONOUR: Has it been suggested in this enquiry that there was a mortgage for \$1800.00?

Mr. SLAGHT: Not in this, but what we say is that Mr. Hogg paid Lady Howland for years, interest which purported to be the interest on an \$1800.00 mortgage, annually, and the old lady received semi-annual cheques for a large number of years on an alleged fictitious \$1800.00 mortgage, and there never was any such thing, and when it was supposed to be paid off, even then when accounts were made out and furnished to the Trust Company after her death, the very items which she received from the Trustee from time to time, were entered in her book which she kept very carefully as interest on an \$1800.00 mortgage, are entered by the Trustee in an account after her death, as if there was only an \$800.00 mortgage, and that there is a written statement there that is entirely incorrect, and if the Trusts Corporation had accepted this statement now, and an investigation had not been made, the matter would never have been uncovered, and this \$1000.00, which is being acknowledged as principal money, and which came out of the sale of some coal stock, would still have remained in Mr. Hogg's pocket. That is an outline of the facts which I expect to disclose to him. This is an outline, and a very important phase of this investigation that we are about to enter upon, so if it is Your Honour's usual adjourning time, it might be well not to take that up now, as it is not a matter that will take a short time. 20 30

HIS HONOUR: I think we had better adjourn, as it is five o'clock now.

Mr. SLAGHT: May I make a suggestion to my learned friend, if it is not impertinent of me to do so, that if Mr. Hogg had counsel here it might be better, and we might get along faster.

HIS HONOUR: We will now adjourn until 10.15, to-morrow morning. 40

Court adjourned at 5 p.m. until 10.15, Friday morning, the 28th instant.

Friday morning, 28th January, 10.15 a.m. Court opened as per adjournment.

Present :

Mr. W. D. HOGG, K.C., in person.

Mr. R. V. SINCLAIR, K.C., for Mr. Hogg and Mrs. Lindsey.

Mr. SLAGHT, K.C., for Mrs. Campbell.

Mrs. CAMPBELL is present in person.

*In the
Surrogate
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W. D. Hogg.
Cross-ex-
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continued.

10 Mr. MCKAGUE: Before this investigation goes any farther, I would like to have it noted in the record the position of my client, the Toronto General Trusts Corporation. Due to the fact that I was delayed in getting here yesterday morning, an enquiry was commenced by Mr. Slaght, whereas I feel that we, representing the three beneficiaries, should have looked into these accounts first, and any items which were questioned by one or more of the beneficiaries, would have the privilege later of dealing with that item, and if I may suggest or submit without in any way criticizing the procedure so far, that my idea was that Mr. Hogg has prepared two or three statements, and has made a final statement, which is an amended statement, and which takes care of any errors or omissions which were made in the previous statements, and his last amended
20 statement has been submitted to this Court for final passing, that this amended statement should now be dealt with item by item, and we might save considerable time by taking each item and dealing with it as we come to it, and disposing of it or reserving it, until such time as your Honour sees fit to decide on it. I see certain matters are being investigated which are perhaps out of their chronological order for the moment, and we might gain time by taking the statement as amended and going over it.

30 HIS HONOUR: Mr. McKague, I take it that the amended statement is the main object of this audit or enquiry, or whatever you may call it, and Mr. Hogg who has asked for this passing of the accounts or audit, and who has furnished an affidavit of the accuracy of the accounting as the basis of the order to pass upon these accounts, would properly at the opening of this investigation, verify by affidavit here, corroborating the one he had made, and on which the Order was made, the correctness in a general way at least, all the accounts that are submitted, and it is the privilege of some one who is entitled to be here, to examine, or rather cross-examine him, and as to whom would have the preference in that cross-examination, I would be willing to hear argument. If you had been here at the time, you might have adopted a different mode of procedure
40 to that which Mr. Slaght has adopted. You might simply confine yourself to the amended statement and take item by item. Mr. Slaght would not, I concede, be compelled to adopt that course in his cross-examination. He might go far afield before he would turn to the items. He might go—and that seems to me to be the object of his present course—into collateral matters, perhaps for the purpose of creating—I am not criticizing

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continued.

in that respect—an atmosphere which would lead to the disparagement of the witness when I come to the consideration of these accounts.

Now I do not feel justified, while Mr. Slaght has the witness in hand, to confine him to consideration of simply the amended account, and the items in it. As to your right of precedence over Mr. Slaght, I will hear anything further you may have to say on that point beyond what you have indicated as representing greater interests in the estate than that of his client.

Mr. McKAGUE: I appreciate fully your Honour, what you have said, and I put forward our precedence owing to the fact that we represent Mrs. Campbell as well as the other beneficiaries. It is in our interest that this estate should get every possible asset. Mr. Slaght mentioned to me yesterday at noon, that as he had started he thought it only right that he should continue, and I at that time consented, but in doing so, I did that without prejudice to the rights of the Trust Company to examine the witness on behalf of all the beneficiaries, for the reason that Mr. Slaght was not representing all the beneficiaries. 10

HIS HONOUR: I do not understand that Mr. Slaght is representing any one here during his cross-examination, except his own particular client, and I interpret the final remarks of Mr. McKague, as a representation that the main object he has to serve here, is to get every available asset. 20

Mr. McKAGUE: Yes, that is our duty, Your Honour.

HIS HONOUR: For all the parties interested?

Mr. McKAGUE: Yes, Your Honour.

HIS HONOUR: Do you represent at this stage, that I should undertake to alter the course of the conduct of this enquiry, and that that object would be more likely well served, than by the continuance of the cross-examination by Mr. Slaght?

Mr. McKAGUE: I would not suggest that for a moment because Mr. Slaght has no doubt a fund of information which the Trust Company, if they have received it, have only received it recently and have not had the opportunity of making the investigations that apparently have been made, so I think as regards some items, my friend is versed in the facts probably better than we are. 30

Mr. SINCLAIR: I had the pleasure of being before your Honour yesterday morning representing Mrs. Lindsay, but unfortunately I could not be here in the afternoon. Since then Mr. Hogg has asked me to appear also on his behalf, and I should like to say this, that after an appearance of over forty years, during which time I have attended on many passing of accounts, both for executors, and administrators and trustees, I never saw an audit of accounts conducted just in the way in which this one has been commenced. My learned friend Mr. Slaght yesterday morning when he commenced, your Honour having intimated that perhaps the way to deal with the accounts, was to deal with them item by item according to the practice that has always prevailed for years and years, to deal with an account taking them item by item and then vouching all the items as we go along, or if there are any in which 40

it is required to have evidence as to their accuracy, or if any are disputed, to hear the evidence, my learned friend said, "I would like to ask a few general questions, I think by doing so, time will be saved and we will be able to have an audit of the accounts very much more shortly and quickly than by proceeding in the way in which it is ordinarily done."

Now then, a day has gone by, and three or four items have been dealt with, and I was so impressed with the idea that an effort was being made to create a doubt and suspicion in relation to the account generally, and a doubt as to Mr. Hogg's recollection as to what has occurred. This account goes back to 1886, forty years ago, and even if Mr. Hogg had to-day all the books in which these entries were made, it would not be at all strange if he were unable at this date to give an explanation of entries in books not kept by him, but kept by the bookkeeper of his firm. In the absence of these books, and I feel their absence has been satisfactorily accounted for to your Honour—it is quite impossible for Mr. Hogg to say any more than the vouchers I think indicate, that these moneys were received, and these moneys were paid over, I have no ledgers and I have no cash books, and I have nothing prior to a certain date, and all I can say is that the account before you contains a true account of the statement as far as I can make it up from the vouchers I have. That prima facie, calls for acceptance by your Honour, and if there is anything wrong in the statement that antedates the vouchers Mr. Hogg has, it is up to my learned friend to falsify that, but in the absence of specific evidence to establish a falsification or surcharge, the cross-examination that is being made seems to me to be done only for the purpose of creating an atmosphere of doubt and suspicion. Your Honour has not ruled definitely on the point that the course my learned friend has adopted is the course to be pursued, and it may be the course in regard to a few general questions, but now I suggest to your Honour that the time has come when that sort of cross-examination should cease, and the account should be audited in the way accounts are usually audited, and have been audited for more than forty years, to my knowledge, and any items that have to be explained that appear in the account, these should be allowed to stand over until all the items that can be vouched, and have been vouched, should be passed on.

On behalf of Mrs. Lindsey, whom I also represent in these proceedings, I may say that this will be all right with her, for she feels that she owes a very great debt of gratitude to Mr. Hogg for looking after this estate of her Mother's. It amounted to about nineteen or twenty thousand dollars, and the account shows that that amount of money has been handed over, either to Mrs. Bethune or to Lady Howland during her lifetime was well aware of all that was done with her money, and how it was handled, and I have no doubt she had every confidence in Mr. Hogg's integrity, as every one else has.

HIS HONOUR: It is quite evident from this cross-examination, and no matter how it has been begun, continued and ended, at some time I would have to consider such questions as these, "Is the memory of Mr. Hogg retentive, or is it not? Are his assertions deserving of credence, or of

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No. 8.
W. D. Hogg.
Cross-ex-
amination—
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W. D. Hogg.
Cross-ex-
amination—
continued.

doubt?" That I must face some time, and I am prepared to face it whenever it should arrive. It has arrived, it is here in the very course of the cross-examination by Mr. Slaght, which up to this moment has not been objected to. Under the circumstances I do not feel justified in abruptly terminating the method that has been pursued so far.

Mr. SLAGHT: May I add a word, in view of the observations of my learned friend, and particularly my friend Mr. Sinclair?

HIS HONOUR: Is it going to ease the situation or throw any new light on the matter?

Mr. SLAGHT: It was merely an explanation I thought he was rather charging me with adopting a mode to create an atmosphere, which to his legal-mind seemed to be an important problem. Perhaps your Honour having ruled on it, I should not be allowed to say anything now. 10

HIS HONOUR: If it will ease the situation any, I have no objection.

Mr. SLAGHT: I would just like to say to my learned friend that I do not desire to have him make any imputation of that kind without assuring him that he is doing so, not in my view, properly. Then my learned friend made this statement your Honour, and while he did not support it with any evidence, lest it should create a false impression, that when Mr. James Bethune died, he left an estate of about nineteen or twenty thousand dollars. 20

HIS HONOUR: Is there any object in going outside of the account?

Mr. SLAGHT: Mr. Sinclair has made the statement that when Mr. Bethune died he left an estate of about nineteen thousand dollars, which Mr. Hogg has invested, but I have an official record which will go in later, that he left an estate of thirty-nine thousand dollars.

HIS HONOUR: I am going to accept, at least, that each of the counsel for the moment, believe that he was correct.

Mr. SINCLAIR: Leaving an estate, and leaving a net estate, are very different things, and he did not leave a net estate of thirty-nine thousand dollars. 30

To Mr. SLAGHT: Q. Then Mr. Hogg, in connection with the recent request by the Trust Corporation for an accounting, there has been raised between you the matter of certain loans made by you with trust funds, to the Capital Real Estate Company?—A. Yes, that is right.

Q. And will you tell us how many loans were made by you, actual loans of Lady Howland's money, to the Capital Real Estate Company?—A. Two.

Q. And the amount?—A. One was \$1700.00, and the other \$800.00.

HIS HONOUR: I thought we had threshed that straw yesterday, about the \$2000.00, the \$200.00, the \$1800.00 and the \$800.00, and the thousand dollars that was not invested, and you also obtained an admission that he had held a thousand dollars in his hands for some time and paid interest on it, and that Lady Howland may have been under the impression that it was actually invested. 40

Mr. HOGG: It was invested, later.

HIS HONOUR: I was suggesting that we should not go over the same ground.

To Mr. SLAGHT: Q. Now the \$1700.00 mortgage, was it a mortgage?
—A. Yes, it was a mortgage.

Q. On real estate?—A. On real estate.

Q. Made by the Capital Real Estate Company to Lady Howland?—
A. Yes.

Q. And that was paid off, in what year?—A. It is there in the account,
the 22nd of January, 1910.

Q. And the mortgage for \$800.00 was paid off when, Mr. Hogg?—A.
It was paid off much more recently, it was paid off in July, 1922, apparently,
10 according to my memorandum, an amount loaned on mortgage to Alice
and W. E. Brown.

Q. Did you advise Lady Howland that you had invested \$1800.00 of
her money with the Capital Real Estate Company?—A. Not that I have
any recollection of. What I did do was—I wrote a letter to her which is
in my letter book, that I expected to get a mortgage of \$1800.00, and it
didn't materialize, and I didn't get the \$1800.00 mortgage, but I got one
for \$1800.00, and that left the thousand dollars in my hands.

Q. You had received \$2000.00, about that time from the sale of coal
stock?—A. Yes.

20 Q. And is this your letter of January 16th, 1906?—A. Yes, that is
mine.

Letter dated 16th January, 1906, put in by Mr. Slaght, and marked
Exhibit 25.

Q. You say in this letter that you are getting a mortgage for \$1800.00?
—A. I thought it was all secured when I wrote that letter, but I only got a
mortgage for \$800.00, the mortgage for \$1800.00 did not materialize.

Q. When did you begin to send Lady Howland interest on an \$1800.00
mortgage, or purporting to be interest on an \$1800.00 mortgage?—A. What
is that?

30 Q. For a long period of years after the writing of that letter, on down
to as far as the year 1914, you sent Lady Howland \$49.50, half yearly?
—A. Yes, that is quite right.

Q. With your own cheque?—A. Yes.

Q. Stating it to be half years interest on the Capital Real Estate mort-
gage of \$1800.00, which bore five and a half per cent.?—A. No, that is not
right.

Q. That is a correct statement?—A. That is a correct statement.

Q. HIS HONOUR: It was perhaps, except as to the date so explicitly
admitted yesterday?—A. Yes.

40 To Mr. SLAGHT: Q. Did you do that personally?—A. Oh, I suppose so.

Q. Did you give that personal attention, or did a book keeper attend
to that?—A. The way these things are done in my office was, occasionally
I would say to the bookkeeper, I would ask him what amounts were on
hand for Lady Howland, and he would make out a statement, and I would
send a cheque.

Q. Is this your letter dated December 17th, 1913?—A. Yes.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.

W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

*Plaintiffs'
Evidence.*

*No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.*

Q. You say in this letter that you are enclosing a cheque, interest on the Vaillancourt mortgage \$27.00, Dumas \$30.00, Capital Real Estate \$52.00, Martin \$15.00, and McAmond \$33.00. I see you have raised the semi-annual payment of interest to Lady Howland on this Capital Real Estate Company mortgage in the year 1913, from \$49.50, half yearly, to \$52.00?—A. Yes apparently.

Letter dated 17th December, 1913, put in by Mr. Slaght, and marked Exhibit 26.

Q. And this is your letter is it not?—A. Yes.

Letter dated December 17th, 1914, put in by Mr. Slaght, and marked Exhibit 27. 10

Q. Just read that letter Mr. Hogg?—A. Yes.

(Mr. Hogg reads Exhibit 27).

Q. That is correct?—A. Yes. I may say that for a number of years this interest went on, which was entirely a mistake, there was no mortgage of \$1800.00 ever made, and I took particular pains to ascertain that, when I heard about a mortgage for \$1800.00 I was astonished, and I went and examined the books of the Capital Real Estate Company, and there was no such mortgage ever in existence.

Q. Having shown you these two letters in your own handwriting, will you turn to your book and see what entry you made when you sent these two amounts?—A. There it is, interest on Capital Real Estate \$22.00. 20

Q. I have just attracted your attention to your own letter of December 17th, 1913, in which you sent this lady \$52.00?—A. Interest on Capital Real Estate mortgage \$22.00.

Q. When you sent this lady \$52.00, you charged it in your book against her, show me the item—or else you didn't charge it?—A. Lady Howland, interest on Capital Real Estate Company mortgage, \$26.00.

Q. You show us on page 4, in the left hand column of your ledger, under date of December 17th, this item, "Paid Lady Howland balance of Clarihue interest \$20.00, on capital Real Estate \$26.00?—A. Yes. 30

Q. And then you carry out \$46.00?—A. Yes.

Q. Then you show interest on Martin & McAmond mortgage \$48.00?—A. Yes.

Q. And Dumas interest \$30.00?—A. Yes, \$30.00.

That was received on November 9th.

Q. Now it is perfectly clear, isn't it Mr. Hogg, from your books and the entries you made on December 17th, 1913, *re* the three items I have read, and that the record made in your book at that time was that the payment of Capital Real Estate interest you sent her was \$26.00?—A. Yes. 40

Q. That is correct?—A. \$26.00, is what is inserted in the book.

Q. And those three items in the book on December 17th, 1913, total \$130.00, do they not?—A. I don't know.

Q. \$46.00, \$38.00, and \$36.00?—A. It is \$120.00.

Q. We were looking at the year 1913, Mr. Hogg, and we just change that to December 17th, 1914, your book shows \$46.00, \$48.00 and \$36.00?—A. Yes.

Q. Do you produce any receipt for that?—*A.* I don't know.

Q. HIS HONOUR: Do the entries in your book make it clear that you are referring to the year 1914?—*A.* Yes.

HIS HONOUR: It has been admitted that the book shows a remittance of \$130.00?

Mr. SLAGHT: Yes.

To Mr. Slaght: *Q.* Now that is correct, Mr. Hogg, let us see if we agree on what you were doing at that time. As we have seen, the book indicates that you sent Lady Howland \$130.00?—*A.* \$130.00.

10 *Q.* And your letter makes it clear that you only sent her \$108.00, is that correct?—*A.* Is that what the letter says?

Q. The letter says, I have gathered up the following amounts, and those added together make \$108.00, and you say, "I am enclosing Express Order for the amount"?—*A.* Yes.

Q. Now what I point out to you is this, that you told the old lady in that letter that you sent her \$52.00, Capital Real Estate money, and you knew at that time there was no such mortgage, and you enter in your book an erroneous entry of a description of the money you sent her in that letter by having it appear in the book that you only sent her \$26.00, on the Capital
20 Real Estate account?—*A.* That is all I got.

Q. The letter is in your handwriting, and the entry is here, what explanation have you to make for adopting that course with her at that time?—*A.* I don't know that I have any explanation to make, except that it was a mistake, only a mistake.

Q. The other letter already in, contains the description of the actual moneys you sent Lady Howland the year before on the 17th of December, and let us see how it agrees with your book in 1913. The actual amount you sent her on that occasion was \$163. \$163.00, and let me see what entries you had in the book?—*A.* That was in 1913.

30 *Q.* Let me call your attention to what you put in the book at that time, on December 17th, that is the date?—*A.* Yes.

Q. Paid Lady Howland interest Vaillancourt mortgage, \$27.00, Dumas \$36.00, do you see that?—*A.* Yes.

Q. Capital Real Estate Company \$22.00?—*A.* Yes.

Q. Total \$85.00?—*A.* In that letter?

Q. No, that isn't in the letter, his Honour has the letter, and you will find that in the letter Mr. Hogg, you sent \$163.00?—*A.* Yes.

40 *Q.* I will tell you what you told the old lady in the letter, you said you were sending herein the \$163.00 and I am sending you \$27.00 for Vaillancourt, that was the truth, wasn't it?—*A.* That was it.

Q. I am sending for Dumas \$36.00, that is in the book?—*A.* Yes.

Q. And for the Capital Real Estate Company, you told her in the letter I am sending you \$52.00, and in the book you state you sent her \$22.00?—*A.* I didn't enter it.

Q. You had it entered?—*A.* That is what it was.

Q. Now you knew also at that time, that there was no \$1800.00 mortgage?—*A.* Yes.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

*Plaintiffs'
Evidence.*

*No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.*

Mr. SINCLAIR : I do not think that is a correct answer, if he had known it he wouldn't have sent the money, and he has already told you that he didn't know it until he looked it up.

To Mr. Slaght : *Q.* What have you to say to the Court, why you transmitted a false statement to the old lady leading her to believe that the money was safely invested on an \$1800.00 mortgage?—*A.* Just the same answer I gave you before, it was an absolute mistake from beginning to end.

Q. I ask you why you kept up this sending to her for a long period, at least ten years of a fictitious half yearly payment on a fictitious mortgage that didn't exist, and permitting, during the same period of time, entries to be made in the books which showed clearly that there was no such mortgage in existence?—*A.* The receipts show the amounts that was paid by me. 10

Q. Produce any receipts for these amounts. If there were receipts Lady Howland would send you a receipt for the amount of money you sent her in the letter?

HIS HONOUR : Did you use the expression, that the entries would show that the mortgages were fictitious?

Mr. SLAGHT : Yes, the entries show that there was no such sum received as he sends on to her, and there is no \$1800.00 mortgage from any of the entries in the books. 20

HIS HONOUR : The entries would hardly show there was no mortgage.

Mr. SLAGHT : There are no entries made in the books to accord with the remittances sent to her with the letters.

To Mr. Slaght : *Q.* In other words, you were having books written up which did not purport to show what money you were sending to Lady Howland, and which was interest on the mortgage, is that right?—*A.* You see the McAmmond and Martin is in a separate receipt by itself.

Q. Under what date, Mr. Hogg?—*A.* There doesn't appear to be a receipt for that. 30

Q. There isn't a receipt for either of those?—*A.* There is a receipt for the \$85.00.

Q. Let us have that?—*A.* It is in January 1913.

Q. Oh no, this is December 1913?—*A.* No, I don't appear to have a receipt for December 1913.

Q. How many years longer than 1914 did you keep that going?—*A.* I think until 1913.

Q. Just show me when and where you quit?—*A.* I think I must have found out by that time, that it was a mistake, as far as I remember, I don't know of any other reason. There never was any question about it. 40

Q. You see Lady Howland's personal records which we were fortunate enough to find, show that you were doing that from the year 1909?—*A.* Yes, that is right.

Q. And this record only begins in 1909, so presumably you were doing it earlier, because you told her in 1906 you had invested that on a mortgage

that was as good as gold. How long did you keep that up?—A. Until 1917, if I am not mistaken.

Q. Did you keep it up in the method we have shown in two instances in the book, and permit entries to be made in the books?—A. I didn't permit them.

Q. You took interest enough to write personal letters?—A. Yes.

Q. You were President of the Capital Real Estate Co., that year?—A. Yes.

Q. And didn't you know that you had no \$1800.00 mortgage for Lady Howland?—A. I knew that both from the books and from the Capital Real Estate Company.

Q. Did you continue to falsify the books?

Mr. SINCLAIR: I do not think my learned friend should use that expression, state that the books were falsified, when Mr. Hogg says it was a mistake, and if it was a mistake, then the books were not falsified.

To Mr. Slaght: Q. We will go on now, and see what was done. It would be impossible for you to keep writing her those letters pretending you were sending her interest on a mortgage that never existed, and having entries that did not correspond, made in your books, without knowing you were doing it? What do you say, you see it was a complete fabrication, for a period of ten years. Now who is responsible for the fabrication, sir? It couldn't come out of the clear blue sky, it comes from somebody's brains—whose brains evolved that plan?—A. It was evidently a mistake from beginning to end, I was astonished when I heard there was a mortgage for \$1800.00.

Q. I suggest, sir, that as the letters are in your handwriting there could be no mistake. It was not a mistake, somebody schemed it.

HIS HONOUR: I am going to ask you at this stage that you confine yourself to asking questions, instead of making assertions.

THE WITNESS: The fact is, that I was paying a large sum of money apparently that I should not have paid. I was paying her far more than I got in, I was getting in \$22.00, half yearly on a mortgage, and was paying her \$2.00 and paying the \$22.00, as well, but as I said before, it was a mistake from beginning to end.

To Mr. Slaght: Q. Was it inferred from a statement in the letter Exhibit 25 in 1906, that the coal stock produced \$2000.00?—A. Yes.

Q. That was a true statement?—A. Yes.

Q. And that you sent her \$200.00 of that money?—A. Yes.

Q. That was a true statement?—A. Yes.

Q. And that the balance of \$1800.00, was loaned on a mortgage, that was not true?—A. No.

Q. What did you do with that money?—A. I loaned \$800.00 of it to the Capital Real Estate Company, and the other thousand dollars was retained by me for investment, and was subsequently in the Kelly mortgage, \$900.00, that is the actual fact.

Q. What was Kelly's name, S. J. Kelly?—A. Yes, it was S. J. Kelly.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

—
No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

*Plaintiffs'
Evidence.*

*No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.*

Q. I suggest to you that your answer is not true, because your letter of March 12th, 1910, makes it perfectly clear that you had not put any of that money in the Kelly mortgage, and, is this your letter?—*A.* Yes, it was in 1910 that I put that in the Kelly mortgage. I had a thousand dollars in hand, as I say, the balance on the sale of the coal stock, and I put \$900.00, in the Kelly mortgage.

Q. Now, Mr. Hogg, let me point out to you, if I may do so, in fairness, that statement of yours is not correct, and the amount you put in the Kelly mortgage was made up of two items, namely \$1710.00, that you received from a Capital Real Estate mortgage, and \$390.00, more which Lady Howland sent you, and this letter of March 12th, 1910, is clear evidence of that fact. I direct your mind to what I am suggesting to you, and let me read you your own letter?—*A.* Wait a moment, I may be mistaken about the Kelly mortgage. Yes, there it is \$900.00, Kelly mortgage, it is all set out in this amended account. 10

Q. I ask you, sir, what you did with the money?—*A.* I invested \$900.00, in the Kelly mortgage.

Q. Let me show you that you did not do that, because this letter says "the Capital Real Estate mortgage you mention was paid off some time ago, and the amount of it \$1710.00, and \$390.00, more which you sent me, were invested in two new mortgages, to a man named Betcherman, and to S. J. Kelly, the first one for \$1200.00, and the last one for \$900.00?—*A.* This statement shows where all the money I had, went, the \$2000.00, and that is all I can show. I thought it was the Kelly mortgage, but you point out to me that the Kelly mortgage was made up of some other money. 20

Q. You have been putting that forward to the Trust Company in an explanation for your accounting?—*A.* This statement of mine that I have fyled here credits all the mortgages, including the Kelly mortgage, the Betcherman, the Shenkman mortgage, and all the mortgages, but where the money came from is a matter of no consequence to me, as they have all been accounted for. It is quite possible at that particular time I had \$1710.00, and \$390.00, that she had sent me—it is quite likely I did—but it has nothing whatever to do with the statement of account which I have fyled, and which covers everything, all the mortgages have been accounted for in that account, and all the money I had from Lady Howland. 30

Q. Having been called upon at the instance of Mrs. Campbell's investigation through the Trust Corporation to explain what you did with that \$1800.00, and which you told the old lady was in a mortgage, and wasn't, and you explained that you put it in the Kelly mortgage, and that is the way you left it until you told me in Court here to-day, that you didn't do that?—*A.* It is quite possible. 40

Q. Any other statement to the Court as to where the money is, and what you did with it?—*A.* It is all here.

Mr. MCKAGUE: Perhaps in fairness to Mr. Hogg, I might put in Mr. Hogg's letter to the Trust Company, dated November 9th, 1926.

Letter dated March, 1910, from Mr. Hogg to Lady Howland, put in by Mr. Slaght, and marked Exhibit 28.

Letter dated 9th November, 1926, from Mr. Hogg to the Toronto General Trusts Corporation, put in by Mr. McKAGUE, and marked Exhibit 29.

To Mr. Slaght: *Q.* Then Mr. Hogg, will you tell me how you can say you terminated this course of dealing in 1917?—*A.* I don't know, it simply came to an end, I must have discovered that I was making a mistake. I had paid to Lady Howland apparently a large sum of money in interest upon a supposed mortgage. Why that was done, I can't say, it is a mystery to me, and when I heard about it I was astonished, and then looked into the matter.

Q. Did you ever make a suggestion that there were troubles in your firm?—*A.* Yes I did.

Q. And that some one else had made away with the money?—*A.* No, I didn't suggest that at all, I merely mentioned to her that I had trouble in my office where a clerk had got away with a \$1000.00, or \$1200.00, of our money, but I did not suggest that she suffered in any way by it.

Q. Then before I leave the \$1800.00, then will you tell us what you did with that \$1800.00?—*A.* It is all in this statement, that is why I have Mr. Sinclair here, I think he is the proper one to deal with this, if we had gone over this statement together, we would have seen what had become of all this money.

Q. Let me point this out to you, Lady Howland became incompetent to do business in 1922, and died in what year?—*A.* In 1924.

Q. Then the first accounting you ever did, other than the four items you sent with the \$215.00, cheque, the first real accounting you did was in the year 1926?—*A.* Yes.

Q. In the year 1926, and all this we have been going over now, was present to your mind then?—*A.* No, it wasn't. A great deal of it was not present to my mind, because I could not find these old books. Even those I have got now, it was only after a great deal of search through the vaults that I got them.

Q. However, you told us yesterday that the draft accounts in your own hand writing have been destroyed?—*A.* Yes.

Q. And in the first accounts that have been fyled, am I right in saying that after admitting having received \$2000.00, for the coal stock, you put it in at \$200.00?—*A.* No, that was a clerical error, and as soon as I saw it I told them that was not right.

Q. How could it be an error, you got \$2000.00, in cold cash, and in your account you put in \$200.00?

HIS HONOUR: Is there any reason for directing my attention to that over again. I am sitting here listening to what is said, but I can not see any good purpose being served, by a repetition of things.

Mr. SLAGHT: I should not have repeated it, your Honour, but it ties up with this transaction in my view, because by putting in the \$200.00, the Trust Company knew nothing about the Capital Real Estate mortgage,

*In the
Surrogate
Court.*

Plaintiffs'
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No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*
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Plaintiffs'
Evidence.
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No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

and this thing was going on, and then entering it at \$200.00, instead of \$2,000.00, would conceal the fact that the \$1,800.00, had ever been received.

WITNESS: That is all nonsense, there was no such thought or purpose in my mind, when that was brought to my mind, I immediately wrote to Mr. Lang—I am quite sure he pointed it out,—and said to put in \$2,000.00 at once. It is clearly a clerical error on the part of the stenographer which I hadn't noticed. I did make out that statement as I said, on the back of a Supreme Court Case in a rough way, and gave it to the Stenographer to copy, and it is quite probable she made the error, and entered \$200.00, instead of \$2,000.00, simply by dropping one "0," and I do not like the idea of Mr. Slight suggesting and insinuating that I was doing that for the purpose of making this account an improper one. 10

Mr. SINCLAIR: I dictated a letter yesterday, in which I put in the sum of \$2,000.00, and when my stenographer brought it to me after typing it, it was \$700.00, that had been put in, so you can see it is quite easy for a mistake like that to be made in any office.

Q. In this account which you prepared yourself, and in which there was only \$200.00, put in as received from the sale of the coal stock, did you balance that off?—A. Yes, but in the amended account I discovered all these other items that are in it. 20

HIS HONOUR: What do you mean by "balance off"?

Mr. SLAGHT: At the conclusion of the account, the first account he fyled.

HIS HONOUR: You mean that particular account?

Mr. SLAGHT: Yes, that first account.

To Mr. SLAGHT: Q. You had that first account balanced?—A. Pretty nearly, I think there was a balance owing by me.

Q. There was \$572.97, owing by you?—A. Yes, and I think in the amended account there is even a little more.

Q. You fyled your first account charging yourself with \$200.00, only there?—A. Yes. 30

Q. And you bring it out that you owe the estate \$572.97?—A. Yes, I think that is right.

Mr. SINCLAIR: That is not balancing the account, that is showing that it does not balance, he apparently owed a certain amount, and it shows the difference.

To Mr. SLAGHT: Q. It was \$485.52 that you showed as a balance against yourself on the fyling of the original account?—A. Yes, I suppose that is right, I am not objecting.

Q. And on the next account, after your attention had been called to the fact that you had not charged yourself with this \$1,800.00, and you then bring out a balance on the amended account of \$572.97?—A. That is right. 40

Q. How did you make up the difference?—A. This account will show it, if you go through it.

Q. Roughly, you can't tell me?—A. No I can't, it is in the accounts fyled. Everything is shown there now, but when I made up the first account

I didn't have the ledger which went back to 1905, I only discovered it afterwards, and that is why I was able to amend the account.

Q. Mr. Bethune's will was probated on the 13th January?—A. Yes, I have a copy of it.

Q. In 1885?—A. Yes, 1885.

Q. And I procured a certified copy of the inventory at that time, which runs \$39,850.00?—A. Yes.

Q. Did you receive a copy of that?—A. No I did not.

10 Q. Were you aware of the estate at that time?—A. No, I don't think there was that—I know there was a large mortgage on the property, and that he owed a very large amount of money in Toronto. I was instrumental in getting some of the accounts in.

Q. This isn't relevant, because at that time they tell me that you didn't include real estate in the probate, that is personal property. His library \$2,500.00 wouldn't be liquid?—A. So that should come off.

Q. Of the \$39,850.00?—A. Yes, and another thousand dollars should come off the library for it was sold for \$1,500.00.

Q. It shows some \$33,000.00 of which there was \$30,000.00 in cash?
A. Quite likely, that is insurance.

20 Certified copy of inventory of the estate of the late James Bethune, put in by Mr. Slaght and marked Exhibit 30.

Certified copy of Probate of the Will of the late James Bethune, put in by Mr. Slaght, and marked Exhibit 31.

Mr. SINCLAIR: I do not see what bearing this can have on the audit of these accounts.

HIS HONOUR: I am waiting to see what connection it has.

Mr. SINCLAIR: I think Mr. Slaght should put in the book of accounts that he is cross-examining Mr. Hogg on.

30 Mr. SLAGHT: That is valuable, and I am quite willing that it should go in at any time.

HIS HONOUR: Am I to take it that you are going to use these two Exhibits in the cross-examination of Mr. Hogg?

Mr. SLAGHT: No, I put them in to show the value of the estate, the liquid estate, and in answer to the suggestion by counsel that it was \$19,000.00.

Mr. HOGG: I received \$19,000.00, from Mrs. Bethune, and I don't know what she did with the balance.

HIS HONOUR: They are in as Exhibits, although I do not see the connection.

40 To Mr. SLAGHT: Q. You had two loans which were marked Martin and McAmmond loans?—A. Yes.

Q. Which were the subject of some correspondence and investigation by the Trust Company, about them recently?—A. I was asked about the loan, I don't know whether I wrote any letters or not, perhaps I did.

Q. What does the mortgage book show about this loan?—A. It doesn't show anything, it wasn't a mortgage. It was the one loan that I made upon Bonds.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

—
No. 8.

W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

*Plaintiffs'
Evidence.*

*No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.*

Q. How long did that loan stay outstanding?—*A.* Oh a good many years. It shows in the statement when it was paid it, it run for fifteen or sixteen years, and perhaps more.

Q. When did you receive that from Martin & McAmond—were they two men and two separate loans, or a joint loan?—*A.* No, they seem to me as partners, that is why I put them in as Martin & McAmond, because either one, or both would come with the interest.

Q. Did you know these gentlemen?—*A.* I didn't know them very much, but I knew the Bonds were all right, and they looked like responsible men.

Q. What kind of Bonds were they?—*A.* I think they were Municipal Bonds. That is one thing that has escaped me, anyway I knew the Bonds were all right.

Q. Is there anything in your books in regard to the Martin & McAmond loans?—*A.* Yes.

Q. When were they paid off?—*A.* They were made in 1895.

Q. Where did Martin live?—*A.* I don't know.

Q. Where did McAmond live?—*A.* I don't know, I never had anything to do with them, they were men who were engaged in some kind of market business.

Q. Did you ever see either man?—*A.* Oh yes, they often came to my office. I have seen them often.

Q. The loan was made in 1895, and when did you receive payment of the loan?—*A.* I received payment in 1917.

Q. Have you a record of getting that?—*A.* I have, but it was badly entered, I notice. There it is. It was put in at \$1600.00, Lady Howland, and I noticed it was only \$600.00, and so I wrote in \$1600.00 above it because if that \$1600.00 had been added it would have made a different result down here. It is the same hand writing, but I thought it was \$600.00. I didn't notice the "1" there.

Q. On page 6, of Exhibit 13, in answer to my question when they paid you the loan, you call my attention to an item here. I want to know when Martin & McAmond paid you?—*A.* They had paid the interest just a few days before. They told me they were going to pay off the loan, and the interest was in February.

Q. Now, Mr. Hogg, I ask you whereabouts, you say there is no entry in any book of record, of this loan?—*A.* I didn't find much except what is there.

Q. Then you call my attention to page 6, of Exhibit 13, and whose hand-writing is this \$1600.00 entered in, as received from Martin & McAmond?—*A.* I don't know, I think that was in 1917. I don't remember who we had.

Q. This one here?—*A.* That is mine.

Q. That is in your hand writing?—*A.* Yes.

Q. An entry under date of what?—*A.* March 6th.

Q. And you have written in there "Martin & McAmond, \$1600.00," purporting to show that that amount was received then?—*A.* Yes.

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Q. When was that entry we are looking at now, about the middle of the right hand column of page 6—when was it made by you?—A. I think it was made at the time.

Q. I suggest to you that it was tucked in afterwards, and not made at the time?—A. It was made at the time by me, because I got the money.

Q. What was the amount there before the \$1600.00?—A. It was \$1700.00.

10 Q. Why was it entered \$1700.00 and then changed to \$1600.00?—
A. I don't know, I think it was a mistake on my part putting in \$1700.00, instead of \$1600.00.

Q. Don't you think my suggestion is right that, that was written in after that page had been written up?—A. It is possible it may have been put in. When I discovered there was \$1600.00, I had accounted for, and they paid me the \$1600.00, in March, I naturally entered \$1600.00, and as I said before I didn't notice it was \$1600.00, I thought it was \$600.00, and I put in \$1600.00.

20 Q. I called your attention to my suggestion that this item had been tucked in after that page was written up, and you said, no?—A. I don't think it was.

Mr. SINCLAIR: It is quite evident it was not, because you can see the original entry there.

To Mr. SLAGHT: Q. Then I call your attention to the fact that this page was first written up \$191.45?—A. Yes.

Q. And if the \$1600.00, had been there when it was added up, it would be very foolish to add it up to that amount, when it was far more than that. Now, Mr. Hogg, do you still stick to that statement?—A. The amount was placed there when I discovered there was \$1600.00 on the other side of the column.

30 Q. I suggest to you that the amount was placed there after that page was all written up?—A. That might be, I wouldn't say it was not, but I had caused the \$1600.00 that was actually paid out by me, to be put in and when it was paid in, it was put on the other side, that is the trouble.

Q. About what year do you think you put it in there, would it be within a short time of when it should have been put in?—A. Yes, I think so.

Q. Will you say it was not put in the same year?—A. I don't know.

40 Q. I want to point out to you Mr. Hogg, that \$901.00 was carried forward in 1917 and that being so at the top of the column on page 7, we go clear through the year 1918 to bring out a total of \$1480.27. Now I suggest to you, sir, that that entry was never made there until after the 1st day of November 1918?—A. It is quite probable.

Q. Why did you say it was made at the time?—A. Well, I thought it was made at the time, but what difference does that make, I have accounted for it all in the amended statement I have fyled. I have accounted for everything.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

—
No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

Q. It may make none at all?—*A.* No it will not. I found I had paid out \$1600.00 in that book, perhaps I had never looked at the book. I found I had paid out \$1600.00, and there was nothing on the other side to show it, and that was \$1600.00 I had received on account of the Martin & McAmond loan in March 1917.

Q. When Mrs. Campbell searched this matter up, you were called upon to account for \$1600.00, which it was said you had received from Martin & McAmond, weren't you?—*A.* Yes.

Q. Produce any voucher from Lady Howland, that you ever acknowledged that money to her, you have 240 vouchers here?—*A.* That I ever got that money? 10

Q. That you ever accounted to Lady Howland for that \$1600.00. I suggest that that was money that never got to her?—*A.* Well, it did. You may suggest anything you like, but it got to her.

Q. When you were called upon to account for this \$1600.00, did you then for the first time enter it in this book, where it ought to have been entered a year or two before?—*A.* It may be.

Q. What explanation have you to make that it was not put in the book when it should have been put in, in your own hand writing you go and put it in a book one or more years after it should have been put in? I suggest that entry was put in the book in 1926, after this investigation began?—*A.* After I discovered there was \$1600.00 on the debit side of the account, I was astonished. 20

Q. Will you make any explanation why it was entered?—*A.* It was entered, because the \$1600.00 that I paid over was entered.

Q. We will see about that in a minute. Will you as a Trustee tell the Court why an item as substantial as \$1600.00 of trust moneys received by you, and not accounted for until you were called upon to account for it, was not entered in the book at the proper time?

Mr. SINCLAIR: The Ledger shows that he accounted for it, and paid it over. 30

THE WITNESS: I have told you that I paid it over to her, and when I discovered it was in the book, I discovered it was the money I had paid to Lady Howland.

To Mr. SLAGHT: *Q.* Of course you paid it over to Lady Howland, and you took a receipt for it?—*A.* No, I didn't.

Q. There is no receipt from Lady Howland for \$1600.00 you say you paid her?—*A.* No.

Q. And of course when you paid it to her you entered it in some book?—*A.* It is entered. 40

Q. At the time?—*A.* It was entered at the time, you can see for yourself, it is in the same hand writing as the others.

Q. On the other side of the Ledger page this purports to be a record of a payment made to Lady Howland?—*A.* Yes, that was paid to Lady Howland, and it is entered there.

Q. And again we find that it is inserted between the previous existing entries, on page 6, in your hand writing?

Mr. SINCLAIR : No, that is not Mr. Hogg's hand writing, not at all.

THE WITNESS : That was put in by the book keeper, that is not my entry.

Mr. SINCLAIR : That is not fair, to make an assertion like that when the books show different.

To Mr. SLAGHT : Q. Prior to the \$1600.00 entry, appearing there in your hand writing just above it and below it, we find two other entries?—
A. Yes, that is right.

Q. And they are not in your hand writing, or are they?—A. I will
10 just look and see.

Q. The entry appearing above the \$1600.00 entry the last previous entry is \$62.00, is it not?—A. Yes.

Q. And the next following entry is \$35.00, is it not?—A. Yes.

Q. And these two entries are neither one in your hand writing?—A. No.

Q. And there is an inter-lined entry by itself, not on a line by itself at all, but inter-lined, in your hand writing of \$1600.00?—A. Where is that? I struck it out, when I found it was \$1600.00, and I put the \$1600.00 in there.

Q. You say you put something there first that you afterwards struck
20 out?—A. I put \$1600.00 there.

Q. At first?—A. No, I think I put \$1700.00 in. I don't know.

Q. Why did you put \$1700.00 in?—A. I don't know. I must have thought it was \$1700.00.

Q. Just a fluke?—A. Now what is the good of talking about flukes?

Q. Because here is trust money?—A. It is trust money and there it is accounted for.

Q. We now find your book purports to show in order of sequence, in the month of March 1917, an entry, which if correct would indicate that at that time you paid over to Lady Howland \$1600.00?—A. So
30 I did.

Q. Indicating that that was paid over to her in March 1917?—A. Yes, according to the entry, I did.

Q. When did you make the entry?—A. Much later, when I discovered I had been charged with \$1600.00, I made the entry.

Q. You had been charged by whom?—A. By the book.

Q. By what book?—A. By this book.

Q. What do you mean by such an answer as that, when you found you had been charged by this book with \$1600.00, you paid it out?—A. It is perfectly plain there on the face of the book. I found a charge against
40 me of \$1600.00.

Q. You found it?—A. I looked at the book and saw it.

Q. Let us test that answer. Show me what you looked at in the book when you saw that?—A. I looked at Lady Howland's account, I looked there and saw \$1600.00, you see, and that was just at the time I paid \$1600.00, and that being the case I naturally entered \$1600.00, on the other side which I had received from Martin & McAmmond.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

—
No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

*Plaintiffs'
Evidence.*

*No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.*

Q. That is to my mind worse yet, Mr. Hogg, you say you looked at the time and found an entry of \$1600.00?—*A.* Yes.

Q. Let us be clear about this, and do yourself justice, and don't argue about what you might have done, but tell us if you can what you did on this page 6. On the left hand column would be items entered, as paid out, if they were paid out?—*A.* Yes.

Q. And on the right hand column would be items received if they were received?—*A.* Yes.

Q. You have made an explanation that you entered there in your own hand writing, an item because you saw somewhere that you were charged with having received \$1600.00?—*A.* No, I didn't, you are wrong. 10

Q. Tell me what you mean?—*A.* I saw by the statement of the account that \$1600.00 had been paid out.

Q. You saw by the statement, in what account, that \$1600.00, had been paid out?—*A.* The account you are looking at, on page 6 of that book.

Q. On page 6, of this book. Be careful about this and don't do yourself an injustice here?—*A.* What do you mean by talking like that?

Q. Well, I will make no comments?—*A.* No, don't make any comments.

Q. Will you tell the Court that it was because of something you saw on page 6, that you made this entry, the entry, which if it is true, purports to show that on the 19th of March \$1600.00, was paid out to Lady Howland, presumably?—*A.* It was paid out. 20

HIS HONOUR: I do not wish to interfere in this cross-examination, and I wish to give every degree of latitude to Mr. Slaght, to which he is entitled, but I am looking for certain light, and that is for every credit to which the estate of Lady Howland would be entitled, and I have before me the amended accounts, and they should be constantly under my observation, I want to know if that amended account does, and should show to me a payment of \$1600.00, about that time, an actual payment, and to which Lady Howland was entitled?—*A.* It is on that account—that account before your Honour shows that, on page 11, it appears there as paid to her on the 19th of March. 30

HIS HONOUR: The mere fact that it is in the account is no reason why I am going to pass it, or even to curb his rights of cross-examination, but I want to be clear on that point.

To Mr. SLAGHT: *Q.* In preparing your accounts, it is clear that under your instructions, this item was put in, and show in your accounts as we have just heard, as if it were entered on the 19th of March, and paid on the 19th of March?—*A.* Yes.

Q. And as if it was received then by you?—*A.* Yes. 40

Q. Then there is no doubt about the receipt of it?—*A.* There is no doubt about the receipt of it.

Q. Now then, I do ask you to show why you put that \$1600.00, in there as you have?—*A.* I have explained that now three times, and I will do it the fourth time. When I looked at that I found that \$1600.00, had been paid out according to this statement, to Lady Howland. When I looked at it first, as I have already said, I thought it was \$600.00, because

the total made up here would indicate that only \$600.00, had been considered.

Q. We will have to take your explanation as you give it. When you looked at this book, you found that \$600.00, had been considered?—*A.* No, I didn't, don't twist around what I said, to suit yourself.

Q. Well, I won't?—*A.* You have done a good deal of it. I said when I looked at this book, I found that \$1600.00, had been paid out to Lady Howland.

Q. When did you look at it, in March 1917?—*A.* I think it was about
10 that time. I looked at the total, and when that was added up it only took in \$600.00, instead of \$1600.00. That was the amount paid to Lady Howland, or drafts handed to her for that amount, on the 19th or thereabouts. I was in St. Catharines at that time, and I handed her two drafts for \$1600.00, and I only found that there had been an error made in the calculation, if you want to take up the time of the Court and add it up, you will see if you add it up, that only \$600.00 was taken in.

Q. In which?—*A.* I found \$1600.00, in there.

Q. When did you make the entry of \$1600.00, in the final shape it is now?—*A.* I think it was more recent.

Q. What year did you make the entry, Mr. Hogg? The entry of
20 \$1600.00, which would support your statement or suggestion that you had paid it to Lady Howland in March 1917, because you appreciate the importance of a man backing up the payment of \$1600.00?—*A.* I didn't make it there, I noticed that the first entry wasn't \$1600.00.

Q. There is no first entry there. The entry is immediately above the \$1600.00 the entry we are discussing in the left hand column of page 6, is just March 19th, paid Lady Howland, Betcherman \$42.00, Clairoux \$20.00, and carried out \$62.00, that is correct?—*A.* Yes.

Q. Now the entry immediately below that, April 6th, paid Lady
30 Howland, Clairoux \$20.00, O'Connor \$15.00, and it is carried out at \$35.00?—*A.* Yes.

Q. And there never was an entry of any kind there, unless it has been entirely erased, until you inserted between the lines \$1600.00?—*A.* There is \$1600.00, there.

Q. Oh Mr. Hogg?—*A.* Don't you see it?

Q. Yes, you don't suggest that is an original entry? You are calling my attention to \$1600.00, in pencil?—*A.* No, no, there is no pencil about it.

Mr. SLAGHT: I will show it to his Honour, and he will be able to judge.

To Mr. SLAGHT: *Q.* You are telling this Court, sir, that that lower
40 item of \$1600.00, was what?—*A.* Was the Martin and McAmmond money.

Q. Did you put it there, that lower \$1600.00?—*A.* No, I didn't.

Q. Will you please tell the Court what there was on that page, until your own hand writing appears, to suggest, sir, that that lower \$1600.00, had anything to do with Martin and McAmmond, because I suggest to you that it is quite clear it had not?—*A.* I suggest to you that it had everything to do with it, because it was that date or about that date, I paid that money over.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

—
No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

Q. Now, Mr. Hogg, may I suggest something to you, that until your writing appears in that book between two ordinary book keeping lines, there was nothing on that spot on that page of this book to suggest any item of money that had anything to do with Martin & McAmond, what do you say?—A. Quite possible.

Q. What sort of nonsense have you been giving us in the last three or four minutes?—A. I have been giving you the actual and truthful statement, that \$1600.00, was actually paid out and handed over, and it appears in the book. I didn't keep the books, and I know it was the Martin and McAmond money because it was about that date I handed the drafts to Lady Howland in St. Catharines. I was there on a business trip, having been retained in a large patent action, and stayed at the same hotel, and I thought it was a good opportunity to bring this money to her, and I brought it to her and handed it to her. 10

Q. Do you suggest that somebody at that time entered this lower item of \$1600.00, Martin & McAmond?—A. I don't know what was in their mind, I know that \$1600.00 was put in.

Q. At the same time?—A. I don't know when.

Q. When did you do your ink hand writing?—A. I don't remember just the time when it was. I didn't notice it was \$1600.00, at the time I wrote that in. I saw \$600.00, and then I looked into it more closely, and I saw a charge of \$1600.00. 20

Q. You saw \$600.00, when you wrote that in?—A. I thought it was \$600.00, I didn't notice the "1".

HIS HONOUR: Is it suggested that the \$1600.00, was not paid to Lady Howland by Mr. Hogg?

Mr. SLAGHT: Absolutely, our position is that it was never paid by Mr. Hogg, either by drafts or anything else, and that this is an after-attempt to rig up books, and was not in the course of book keeping at the time, and was furnished to us in an account as though it had been entered in the books at the time as if it had been honestly paid to us, and had been entered. 30

THE WITNESS: It was paid, and it was entered.

To Mr. SLAGHT: Q. Will you swear you made your entry in the year 1917?—A. I don't know when it was made.

Q. Will you swear you made it prior to 1926?—A. I think probably it was in 1926, but I don't know.

Q. Will you swear it was made prior to your being asked to account for the \$1600.00, Martin & McAmond money?—A. I don't know.

Q. Why not be candid. If you made this entry after you were called upon to account for those moneys, will you tell us?—A. When I was asked to account for these moneys, I naturally looked up the book and I found that \$1600.00, had been paid out just at the time I paid it. 40

Q. You found it had been paid?—A. Yes.

Q. Where did you find it?—A. I found it in the book.

Q. You found that \$1600.00, had been paid, just about the time it should have been paid, which was in March 1917?—A. I think it was around the end of March.

- Q. Show me where you found that?—A. On page 6.
- Q. Show me where on page 6?—A. Here.
- Q. You are pointing to the lower amount of \$1600.00?—A. Yes.
- Q. And you are swearing you found that entry there?—A. Yes.
- Q. Anything else besides the pencil figures?—A. They are not pencil figures.
- Q. Who put them there?—A. The book keeper.
- Q. Will you swear the book keeper put them there?—A. Yes I will, decidedly.
- 10 Q. What is the name of the book keeper?—A. Kirk.
- Q. His full name?—A. A. J. C. Kirk.
- Q. In your employ now?—A. No, but some time ago he was.
- Q. Will you swear there was nothing else you found there, except that lower set of figures, \$1600.00?—A. No, paid Lady Howland is on that.
- Q. Is on that, what do you mean by that, sir? Surely that is paid Lady Howland interest?—A. I don't know what you are insinuating.
- Q. I am not insinuating anything, I am examining about the facts as I get them?—A. You are making an insinuation that that \$1600.00 was surreptitiously put in there, but it was not, it was put in there, and was
- 20 put in by the book keeper.
- Q. It was put in there by the book keeper?—A. Yes, I have stated that several times.
- Q. There were no words put in with it?—A. Evidently not.
- Q. Were there any alterations in the columns by the book keeper?—A. I don't know.
- Q. Can you show any other instances where the book keeper would do a thing like that?—A. I don't know I am sure what a book keeper would do, all I find is that there was \$1600.00, entered in the book just about the time I paid that over, and I couldn't think of any other \$1600.00, except
- 30 the \$1600.00, I had received from these men, and it was the most natural thing in the world to make an entry of it.
- Q. 1917, isn't an awful long time ago?—A. It is ten years ago, nearly.
- Q. That is your explanation?—A. That is my explanation, I handed Lady Howland two drafts, I think there were two drafts, that is my recollection of it, for the amount.
- Q. Where did you buy them?—A. I didn't buy them, they came to me and asked what the amount was, and I told them, and they went away and bought these drafts, and I told them to make them payable to Lady Howland because there was no necessity for making them payable to me,
- 40 and they were made payable to Lady Howland.
- Q. These men had for 20 years been paying cash in paying the interest in to you, and getting your receipt for it?—A. Yes.
- Q. And do you suggest they bought drafts for Lady Howland?—A. Yes.
- Q. On St. Catharines?—A. I don't know whether it was St. Catherines, they were drafts on some bank.
- Q. Drafts cost money?—A. Yes.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

Q. Why should these men who had paid you money for twenty years, why should they go to the expense of buying drafts?—*A.* Some one would have to go to the expense of paying the discount and cost of the drafts, and I thought that was the best and cleanest way of doing it, and they did it.

Q. Can you tell us the bank on which the drafts were?—*A.* No, there are quite a lot of banks here, and some of them have gone out of existence, I might name them.

Q. Never mind naming them, do you remember?—*A.* No, I don't remember.

Q. If you didn't make any entry at any time in the mortgage book or cash book or anywhere else of the receipt of \$1600.00, or the alleged payment of it, will you give any reason why that happened to be missed out?—*A.* No, I can't say. The amount having been paid and not credited on the other side, drew my attention naturally to the fact that it should be credited to me.

Mr. SLAGHT : Mr. McKague, will you give me the letter to Mr. Rowell ?

Mr. MCKAGUE : I can't find it, except the letter in October.

Mr. SLAGHT : It is a letter to Mr. Langmuir, or Mr. Davey. Let us have your letter of October 26th ?

To Mr. SLAGHT : *Q.* How much was it you suggest you handed to Lady Howland over in St. Catherines?—*A.* It was \$1600.00.

HIS HONOUR : Let me understand the character of this letter, is it a business letter or a personal matter ?

Mr. SLAGHT : It is addressed to Mr. Davey of the Trust Corporation, entirely on business—on the business of accounting and explaining matters that the Trust Corporation had called on Mr. Hogg to explain.

HIS HONOUR : In any event, this is a letter from Mr. Hogg, addressed to Mr. Davey, or rather a copy of that ?

Mr. SLAGHT : Yes, and that we will put in as an Exhibit.

Letter dated 26th October, 1926, put in by Mr. Slaght and marked Exhibit 32.

To Mr. SLAGHT : *Q.* Now in this investigation you said that \$1700.00, was handed by you to Lady Howland?—*A.* I thought it was \$1700.00, when I wrote this letter, but it was \$1600.00.

Q. And it was after this letter was written was it, that you made the alteration in the book, which you say was changed from \$1700.00, to \$1600.00?—*A.* It is quite likely.

Q. To my eye it seems clear that \$1700.00 was written there, and \$1600.00, was written over it?—*A.* I thought it was \$1700.00, I remember telling Mr. Lang it was \$1700.00, but it was \$1600.00.

Mr. SINCLAIR : There was a change, and it looks to me as if it was a change made at the time—having discovered it was \$1600.00, it was changed to \$1600.00.

To Mr. SLAGHT : *Q.* On the other side, Mr. Hogg, we may for the moment, having the glass, now look at page 6, of Exhibit 13, the other item in your hand writing, Martin & McAmund looks as if it was originally \$1400.00,

in ink, and you had made that \$1400.00, into \$1600.00?—A. No, that is not right, there is the top of the “7” right there, you can see it.

Q. There is an alteration on the other side, from something?—A. No, I don't think it.

Q. On the right hand side?—A. Evidently there was \$1700.00, put in there, and I discovered it was \$1600.00, and changed it.

Q. You think it was changed from \$1700.00, to \$1600.00?—A. You can see it, the fact is I had had in my mind all along that that loan was \$1700.00 until I was looking at the interest, and I saw that it was six per cent. on the \$1600.00.

Q. Then in the very first statement that you prepared, what did you put in as having been paid to Lady Howland?—A. The first statement?

Q. The first statement you furnished to the Trust Company?—A. Oh, I don't remember that.

Q. Now you furnished a statement to the Trust Company that commenced in the year 1913?—A. Yes.

Q. This is in as an Exhibit?—A. Yes.

Q. That may furnish us with a little light as to what you did put in. Look at Exhibit 21, Mr. Hogg, I find on page 3, under date March 19th, you entered here, “Martin & McAmond \$1700.00”?—A. Yes, that was a mistake. I have already said that it ran in my mind that it was \$1700.00, and in looking up the book, or looking at the rate of interest I concluded that it was \$1600.00, and I put that down, I made the change.

Q. And also looking at page 3 of the same Exhibit, under date March 7th, it appears as if you had received \$1700.00, from Martin & McAmond?—A. Yes, and that was a mistake.

Q. Another mistake?—A. It was a mistake pure and simple.

Q. What date did you prepare the statement for the Trust Company?—A. It was last fall, I think.

Q. About October?—A. Probably about October.

Q. So we get it then that the book entries were altered to \$1600.00, some time after October 1926?—A. Quite likely.

Q. Then what happened to the Campbell mortgage, when that was paid off to you?—A. Apparently it was paid off December 10th, 1920. I don't know what all this is that is scratched out here.

Q. What page is that?—A. That is page 131.

Q. I asked you about a security of Lady Howland's, which was a mortgage of D. L. Campbell?—A. Yes.

Q. You had such an investment for her?—A. Yes.

Q. And Campbell paid the interest, according to your book?—A. Yes.

Q. You have this matter entered at page 131, of Exhibit 6?—A. Yes.

Q. And you were going to tell me that mortgage was re-invested, how?—A. I don't remember.

Q. What does your book show, what does that indicate?—A. Let me see the statement.

Q. When was the mortgage paid to you?—A. I think it was in 1920.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*
Plaintiffs'
Evidence.
—
No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

Q. Look at your book, and tell me?—A. It appears to be December 10th, 1920, it was paid to me I think.

Q. HIS HONOUR: Do you admit that you held at any time what is called a Campbell mortgage, for Lady Howland?—A. Yes, for \$800.00.

Q. HIS HONOUR: Was it paid off?—A. Yes.

Q. HIS HONOUR: To you?—A. Yes.

Q. HIS HONOUR: And you claim that you have accounted for the money?—A. Oh yes, certainly, your honour.

Mr. SLAGHT: We say that he did not, and that is why I am going into it.

To Mr. SINCLAIR: Q. When was it paid off?—A. On December 6th, 1921, according to this. 10

To Mr. SLAGHT: Q. On page 14, you are reading now from the last amended account?—A. Yes.

Q. Which appears on page 14, of the last amended account?—A. Yes.

Q. Cheque from A. W. Grant, to Lady Howland \$856.50, is that correct?—A. Yes, that is correct.

Q. Show me the entry in your cash book where you got the cheque from Mr. Grant?—A. I don't think I have got the cash book here. Cheque from A. W. Grant, for Lady Howland, D. L. Campbell mortgage \$856.50.

Q. You have read me out this entry at page 116, from your cash book?—A. That is not a cash book, it is a statement of Lady Howland's account. 20

Q. Your book Exhibit 14?—A. Yes.

Q. This is a ledger account, where cash entries to Lady Howland, are entered?—A. Yes.

Q. You read this item December 6th, 1921, cheque from A. W. Grant to Lady Howland \$856.50?—A. Yes. that is incorporated in the statement.

Q. Now this amount of \$856.50, seems to have been altered from some other amount, and made \$856.50?—A. Oh no, it wasn't.

Q. Do you know who made the alteration?—A. No, I don't think there was any alteration. 30

Q. I suggest to you, there is clearly an alteration?—A. Possibly.

Q. Who made it, are these your figures?—A. I think so.

Q. Making the alteration?—A. I think so.

Q. Now the amount underneath there, can you read it with the glass, what was there originally?—A. No, I can't.

Q. The only two figures that were altered, are 5, and 6?—A. Yes.

Q. And the figures underneath were what, a "7"?—A. I don't know.

Q. Turn up the cash book and see what was entered there?—A. I haven't got the cash for 1921, here.

Q. Are you willing to produce it?—A. Oh yes. 40

Q. Turn up the mortgage book. In the little book is there any entry of the receipt of that money?—A. No.

Q. What did you do with that money, whatever the correct amount is that you got?—A. It is accounted for in the statement.

Q. HIS HONOUR: As a payment in one sum?—A. No, as an item in the account.

HIS HONOUR: Q. As an item in the account, you say?—A. Yes.

To Mr. SLAGHT: Q. Which item in the account is it?—A. I don't know, it is there.

HIS HONOUR: Q. In any event, you do not allege that it was paid direct to Lady Howland, or any one on her behalf, by cheque or draft?—A. No, it is only an item in the account which is accounted for on the other side of the account.

To Mr. SLAGHT: Q. I wish you would be very specific with me on this point, and tell me first what you base that statement on, because there are some entries in your book which appear to be wrong. Let me read what was originally written in on page 131, of the mortgage book, Exhibit 6, written in at the end. "This mortgage paid off and loaned to Irvine, see page 143." Who wrote that in there?—A. I did.

Q. You wrote in it was paid off, and loaned to Irvine, see page 143, is that true?—A. I can't tell you. I don't follow these mortgages in that way. The amount is in the statement of account fyled, and it is accounted for, that is all I can say.

Q. I want to know whether you put an entry of that kind in this book to account for this \$800.00 loaned to W. J. Irvine, if that is what happened to it?—A. I don't think that was the right one, I think there was another one.

Q. I should call your attention to the fact that after you wrote that in there, you drew your pen through part of it?—A. I did.

Q. And what was that date, December 10th, 1920—when did you make that entry there?—A. At the same time I made the entry that it was loaned to Irvine.

Q. Do you know whether it was loaned to Irvine or not?—A. I don't know, I can't say that. There is Irvine's mortgage, and there was \$800.00, and this mortgage was paid off.

Q. This amount wasn't loaned to Irvine until January 1922?—A. Quite so.

Q. And the Campbell mortgage was in 1910, and the next thing we find is that you have written in "W. E. Brown" at the foot of this book?—A. Yes.

Q. Why did you write W. E. Brown, in there for?—A. I don't know.

Q. Who would know, if you don't—you say this is the account of trust moneys?—A. It is quite possible I wrote that if it is the Brown mortgage instead of the Irvine mortgage, because they were both \$800.00.

Q. Was it the Irvine mortgage?—A. I don't think it was the Irvine mortgage.

Q. And it wasn't the Brown mortgage?—A. I don't think it was either of them.

Q. What was it?—A. It was an amount paid in to me.

Q. What did you do with it?—A. I just left it in my hands, and there it is, all accounted for.

Q. You never paid it over to Lady Howland?—A. I did not. If it went into the Irvine mortgage, it was paid over, but I don't know whether it was or not, I don't think it was.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

*Plaintiffs'
Evidence.*

*No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.*

Q. It was the Dumas money that went into the Irvine mortgage, wasn't it?—*A.* It went into the Irvine mortgage, part of it, \$800.00.

Q. Then you didn't send it to Lady Howland?—*A.* No.

Q. Did you ever say you did?—*A.* No, I never did, that I know of.

Q. Well now, let us have your letter of June 14th, 1926, Exhibit 22, Mr. Hogg?—*A.* The Donald Campbell mortgage.

Q. That is what we are talking about?—*A.* No, we were talking about the Dumas mortgage.

Q. We have been talking about the Donald Campbell mortgage, in connection with this item here of December 6th? Then I asked you for your letter written June 14th, 1926, Exhibit 22, written to the Trust Company, the first paragraph of which, you say that the Donald Campbell mortgage for \$800.00 was paid in September 1921, and \$824.00 was sent to Lady Howland by cheque, on or about the 10th of September, 1921?—*A.* That is not right.

Q. That explanation was written by you in explanation of your trust, is that statement true?—*A.* That is a mistake.

Q. Because since we got hold of your book, it is quite clear there is no cheque, and where is your voucher, if that is true? Why did you make to the Trust Company such an erroneous statement?—*A.* Under a misapprehension of the fact.

Q. How did you get the fact, that you sent a cheque to a lady, to Lady Howland, and the date you sent it? Tell the Court how you could conjure up a date when you sent this old lady a cheque?—*A.* I don't know.

Q. That seems to me very plain, and a very serious statement to make when you are called upon to account for certain money, to state that you sent Lady Howland a cheque on that date for that amount, when it turns out that it is absolutely untrue?—*A.* No, that isn't right.

Q. Give any explanation about that, you desire, why you should make such an untrue statement?—*A.* I don't know that it is a question of being untrue, it is the best I could do at the time.

Q. An account doesn't invent dates for cheques, and amounts, how did you get that?—*A.* That amount and that cheque on the paper?

Q. I want an explanation, why did you do it, sir?—*A.* I don't know.

Q. If that had been believed, that would have been the end of the investigation of this mortgage?—*A.* Quite likely, it is all recorded in the account, it is all accounted for.

Q. Did you ever make another statement that the mortgage was paid off and the money paid over to Lady Howland, in 1920?—*A.* That is what I thought it was, looking at this little book, I thought it was paid over to her and evidently it was, that is all.

Q. Mr. Hogg, the Charles Dumas mortgage was a \$1200.00 mortgage, and that was paid off, will you turn up that mortgage in your book?—*A.* Yes.

Q. And the Dumas mortgage was one of the matters that was subject to friendly controversy between the Trust Corporation and yourself in connection with the accounting?—A. Yes.

Q. That was a mortgage originally of trust moneys for \$1200.00?—A. Yes.

Q. And when was it paid off, about, when did you get the principal?—A. I think in April 1921.

Q. Turn to Lady Howland's ledger account where the money that was credited to her would be entered?—A. Yes, there it is.

10 Q. Referring me to page 116, of Exhibit 14, Lady Howland's account, you refer me to an entry under date July 22nd, cash from W. C. Greig, in full of mortgage from Dumas to Lady Howland \$1227.60?—A. Yes, that is right.

Q. That is July 22nd, 1921?—A. Yes.

Q. Now what did you do with that money?—A. \$800.00 of that was invested in a mortgage to Alice M. Brown, and W. E. Brown.

Q. When was the \$800.00 from that invested in the Brown mortgage?—A. On the 12th July, 1922, the mortgage was dated.

20 Q. But it is entered in here in January 1923, but on July 22nd, 1922, you suggest that \$800.00 of the Dumas money was put in the Brown mortgage?—A. Yes.

Q. Look at page 137, of your book, that is the page you devoted to the Dumas Mortgage?—A. Yes.

Q. When was that page written up, Mr. Hogg, that is page 137 of Exhibit 6?—A. From time to time as money came in.

Q. When was this note made at the bottom, when it was paid off?—A. That would be when it was paid off.

30 Q. Would that be in 1921, because we have just heard that it was paid off by an entry here which appears to be O.K., in July 22nd, 1921?—A. Yes.

Q. It wouldn't be made then, would it?—A. What, the mortgage?

Q. No, the entry. Read to his Honour please the entry at the foot of the Dumas mortgage, page 137. This mortgage was paid off when?—A. "This mortgage was paid off, and \$800.00 invested on mortgage from J. F. Irvine at seven per cent. See page 142. The balance paid to Lady Howland."

40 Q. Then apparently in another ink and at another time, I don't know whether you agree with me in this, "By Charles." When was that entry made, it is in your hand writing?—A. The whole of that was in my hand writing.

Q. Was it made all at the same time?—A. Yes.

Q. HIS HONOUR: I might as well know what the contention of the witness is as to that \$400.00?—A. The \$400.00 wasn't paid over.

Q. HIS HONOUR: You mean at no time?—A. At no time Your Honour.

Q. HIS HONOUR: Is it charged to you in the accounting?—A. It is accounted for.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

*Plaintiffs'
Evidence.*

*No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.*

Q. HIS HONOUR: And in the amended account?—*A.* Yes, it is accounted for in the amended account.

Q. HIS HONOUR: I might ask if the \$800.00, the balance of the Dumas mortgage, has been accounted for?—*A.* It has been accounted for in the statement before your Honour.

Q. HIS HONOUR: And not otherwise?—*A.* Not otherwise, your Honour.

To Mr. SLAGHT: *Q.* You now tell us, Mr. Hogg, that the \$400.00 was never paid over to Lady Howland?—*A.* No, it wasn't.

Q. Did you previously take the position as Trustee, that it had been paid to her?—*A.* I thought it had, yes, but I found afterwards that it had not been paid to her. 10

Q. When did you make this entry, that it was paid over to Lady Howland?—*A.* Oh, some time about the time it was paid off.

Q. What do you mean by that?—*A.* When the Dumas mortgage was paid off, that was in 1922.

Q. Then entry I read to you, when did you make that entry, Mr. Hogg?—*A.* At the time this mortgage was paid off.

Q. That is, when the Dumas mortgage was paid off?—*A.* Yes, that is what I said. 20

Q. We have that fixed correctly by your book, as of July 22nd, 1921?—*A.* Yes.

Q. Do you say you put down those words, "Paid to Lady Howland, by Charles"?—*A.* Yes, I thought it was paid off, but I found that it wasn't. I had been giving the money to Charles for his Mother, and I thought it was paid off, until I looked into the matter and found that it wasn't.

Q. When did you first disclose to the Trust Company that it was not paid to her?—*A.* Oh I don't know that I disclosed it at all until I made out my statement. I never was asked about the matter from the time of handing over the mortgages in 1922, and paying up the balance that was due in 1922, there was nothing I had to disclose at that time. 30

Q. In 1922, when you paid over the \$215.00. You got that \$215.00, based on the statement here, that you had paid that \$400.00, to Lady Howland?—*A.* No.

Q. How did you get the \$215.00, if you didn't go to the entries in your books?—*A.* That was an amount of interest that was paid in.

Q. You told us yesterday that you purported to turn over everything you had in hand, to the Trust Company at that time?—*A.* I turned over the mortgages and interest on hand, at that time. 40

Q. Do I gather from you that this \$400.00 balance of the Dumas mortgage, the principal, was in hand at that time?—*A.* Yes.

Q. Since the \$215.00, cheque in October, show me any disposition you have made of the \$400.00 in hand from the Dumas matter at that time?—*A.* I don't think there was any disposition made of the \$400.00 at that time.

Q. Are you prepared to account for it further, now?—*A.* Yes, by the statement of account that is now before his Honour.

Q. Why didn't you disclose to the Trust Company at that time, that you had \$400.00, in hand of the Dumas money?—*A.* I didn't know just how the account would stand when made up, and after it was made up, I found these amounts were required to off-set the amounts I had paid out to a very large extent. I had been paying out some ten or eleven thousand dollars principal to her, and I wasn't sure, I had not made up a statement, and I expected to some day, and find just how the account stood.

10 *Q.* What do you say now, as to whether the Dumas moneys were invested in the Irvine mortgage, that is the \$800.00, which still appears in your book at page 137, or do you say it went into the Brown mortgage?—*A.* I think it was the Brown mortgage, it was or the other of them, but I am not sure, that is what I put there anyway, invested in J. A. Irvine mortgage.

Q. HIS HONOUR: You say you are not sure?—*A.* No.

HIS HONOUR: Will that help me any, Mr. Slaght, whether it was invested in one, or the other, or both, he has accounted for it?

Mr. SLAGHT: Perhaps not.

20 To Mr. SLAGHT:—*Q.* Now the Betts mortgage, let me see that a moment, Mr. Hogg. I may say I am in doubt about this, and a look at it may satisfy me. I am not clear in my own mind where it stands?—*A.* There it is, paid to Lady Howland, see cash book.

Q. See cash book, 4th April, 1910?—*A.* There is the receipt of it \$1130.00, and there is the payment of it \$1138.50, and it is also in the ledger.

Q. Entered in the cash book on the 14th April, how was that paid, by cheque?—*A.* Yes, I suppose there was a cheque.

Q. Is there a voucher for it?—*A.* Among these, I don't think it.

30 *Q.* Where is the ledger account for the 4th April, 1910?—*A.* There it is, Betts, \$1138.50, and that was paid, there is no question about that.

Q. That being a matter that was received and paid, and no question in your mind about it, and there appears a daily entry in your book, an entry posted on both sides in your ledger, and it appears there regularly?—*A.* Yes, I had a very good book keeper at that time who was an accountant, and he was a good book keeper, and knew how to do the work, but there were others who didn't.

40 *Q.* HIS HONOUR: What am I to extract from this, that this mortgage to Lady Howland was paid off, and what happened to the proceeds, were they re-invested, or what?—*A.* No, they were paid over to Lady Howland in cash.

Q. HIS HONOUR: Any voucher as to the payment?—*A.* No, your Honour, I haven't a voucher, it just appears in the books on the 4th April, 1910.

To Mr. SLAGHT:—*Q.* Paid by cheque, you say?—*A.* I suppose so, but it doesn't say so in the book.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

—
No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

*Plaintiffs'
Evidence.*

*No. S.
W. D. Hogg.
Cross-ex-
amination—
continued.*

Q. HIS HONOUR: What was the amount of that?—*A.* It was \$1138.50.

Q. HIS HONOUR: Are you aware of any entry in any of your books to give the impression that any interest was paid on the Betts mortgage after the 4th day of April, 1910?—*A.* No, there was no interest after that, of course.

HIS HONOUR: Is it admitted that it was paid off?

Mr. SLAGHT: No, it isn't because there is no voucher, but when the matter comes to be argued, I may present an entirely different argument to your Honour as to the legal position of the Betts mortgage, as to those I have heretofore discussed in detail. 10

To Mr. SLAGHT:—*Q.* The Betts Mortgage transaction Mr. Hogg, appears to be supported by book entries, although there is no voucher?—*A.* Yes, that is right. There were a number of those I didn't get vouchers for.

Q. HIS HONOUR: That is as to the Betts mortgage being paid, but as to the payment to Lady Howland, is there anything except as to the absence of payment of interest?—*A.* There is no payment of interest after that, your Honour.

HIS HONOUR: I understood Mr. Slaght to say that the Betts mortgage was corroborated by the entries in the book. 20

Mr. SLAGHT: Yes they are made by a book-keeper, they are not in Mr. Hogg's hand writing, and they have not been tampered with, and they are all correctly entered in the book.

To Mr. SLAGHT:—*Q.* Now about the Fudge mortgage, Mr. Hogg?—*A.* Here it is.

Q. That is entered in your book, Exhibit 6?—*A.* Yes. It started in 1894, and \$500.00, was paid on the 1st November, 1895, and the balance on the 1st November 1897.

Q. It was a \$3000.00, mortgage, and you can shorten it up by saying that the top entry in this book was paid regularly in November 1895, a payment of \$500.00 was made that year?—*A.* Yes. 30

Q. So we start with a \$2500.00 mortgage here in 1910?—*A.* Yes.

Q. Now when did you receive that \$2500.00. Let us see Lady Howland's ledger account in 1910. Does your accountant show that you received the Fudge money, is this it?—*A.* Oh no.

Q. Is it accounted for in the amended account?—*A.* Yes, your Honour, it is.

Q. HIS HONOUR: It is accounted for and shown in the amended account?—*A.* Yes, it is charge \$3000.00, and there was \$2000.00, went to a man named Clairoux, and \$1000.00, went to William Band. 40

Q. It was all re-invested?—*A.* Yes, your Honour, it was all re-invested.

To Mr. SLAGHT:—*Q.* Show in your account before the Court where you charge yourself with \$25000.00. The last interest is in May, 1911, and then you have got an entry, "paid off some time after May, 1911"?—*A.* The interest was \$90.00.

Q. Show me after that when you got the money you have credited. Wait a minute, on May, 1911, at page 57 of Exhibit 3, you got \$90.00

interest on the Fudge mortgage, and it is so entered?—*A.* It was paid off, and then re-invested by me.

Q. Your book shows that \$90.00 was received on May 11th, and there are no more entries of interest, in fact as far as this book is concerned, that was the last interest you received?—*A.* It would look like it.

Q. Then you also have it, paid off and money re-invested in mortgage to Clairoux \$2000.00, and J. P. Band, \$1000.00?—*A.* Yes.

Q. And you refer to other pages of this book, pages 134 and 135?—*A.* Yes.

10 *Q.* Here we are in 1911, and you have your ledger account of your cestui que trust, and we say money should be credited to her?—*A.* Yes.

Q. If this book wasn't made all up at one time, and made up as it appears, then there was only \$2500.00, due when you started this book. Did you keep another mortgage book besides this?—*A.* Yes, I did.

Q. Where is it?—*A.* I can't find it.

Q. Did you transcribe from the other book to this book what is in it?—*A.* No, only the heading.

20 *Q.* I inform you that going through your account I cannot find where you have debited yourself with the Fudge principal moneys, although this book indicates you received them?—*A.* Yes, and it indicates where it went.

Q. One thing at a time, if you please, because you bring an account which you say shows at that period trust moneys received from your principal?—*A.* Yes.

Q. Find me the Fudge moneys?—*A.* That account we put in there doesn't embrace this.

Q. You speak of the account you filed with the Court, will you tell me then, why, if Lady Howland has a ledger account in your books, why, when you received the Fudge moneys you didn't give her credit for it?—

30 *A.* I can't tell you, this book was kept by somebody else, I didn't keep it.

Q. What did you do with the money?—*A.* I invested it in the Clairoux and Band mortgages.

Q. Let us test that for a minute. The last interest you got according to any book entry of yours from Fudge, was May 1911?—*A.* Yes.

40 *Q.* And the Clairoux mortgage is on page 134 of Exhibit 6, that is your mortgage book indicates that that Clairoux mortgage had its first interest fall due on February 28th, 1912, six months' interest, which would make the date of the Clairoux mortgage six months back of that, or the 28th of August, so the 28th of August 1911, would be the date of the Clairoux mortgage. Now here is a ledger account of Lady Howland's, and shows \$2500.00, principal money coming to your hands, now what did you do with it, and why didn't you book-keep it?—*A.* I don't know, it went out in mortgages.

Q. Oh now, Mr. Hogg?—*A.* It did.

Q. Assuming it did for a moment, if \$2500.00, was paid in to you by Fudge as your books indicate, surely it should be entered. Have you got your bank books of that time?—*A.* Oh no, I haven't got the bank books.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

*Plaintiffs'
Evidence.*

*No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.*

Q. Now when that \$500.00 was paid, it must have been long before?—

Q. HIS HONOUR: As to the \$2500.00, do you find anything in your records to show the receipt of that money from Morrison & Fudge?—

A. There is an entry on page 125, your Honour, which says it was paid off.

To Mr. SLAGHT:—*Q.* That is paid off to you?—*A.* Yes.

Q. I ask you on this account to show where you charge yourself with the money. I don't know why you kept a mortgage book and didn't keep dates.

HIS HONOUR: Apparently he admits that the book does not show that \$2500.00, and if he wants time to look it over, I will grant it to him, but I would like to ask him a question or two about that. 10

Q. HIS HONOUR: I would like to ask you if the book shows the re-investment of the \$2000.00, to Clairoux and Band?—*A.* Yes, it does.

Q. HIS HONOUR: Have the proceeds of the Clairoux and Band mortgage, or any other mortgage into which they would be put, been shown in the amended accounts, either as a charge to the trustee or by payment to Lady Howland?—*A.* Yes, that is right, they are here.

Q. HIS HONOUR: And for which vouchers are held?—*A.* Yes, it was a mortgage that the mortgagor who was borrowing this money had to pay off. 20

Q. HIS HONOUR: I am now at the Clairoux and Band mortgage?—

A. The Clairoux mortgage was paid off on the 4th of March, 1919, the principal of \$2000.00, and invested in a mortgage to Mrs. Loughran, and the Band mortgage was paid off on December 17th, 1912, and paid to Lady Howland, see cash book, page 73.

Q. HIS HONOUR: Ultimately, is it claimed these moneys were paid to Lady Howland?—*A.* Yes.

Q. HIS HONOUR: For which vouchers were obtained, or they have been paid to her by proper account in this book, in this account?—*A.* Yes, that is right. 30

Q. HIS HONOUR: Which is it?—*A.* This little mortgage book I believe shows that the Clairoux one went ultimately to Caroline E. Loughran, and that was handed over to the Toronto General Trusts Corporation, the full amount of this mortgage and interest, in October 1922.

Q. HIS HONOUR: That is in reference to the Clairoux mortgage, that went to the Administrator?—*A.* Yes.

Q. HIS HONOUR: And the Band mortgage?—*A.* That was paid to Lady Howland.

Mr. McKAGUE: I might say, your Honour, there is a voucher for the \$1000.00. 40

Q. HIS HONOUR: You say that was paid to Lady Howland, paid in what way?—*A.* There is a voucher for the \$1000.00.

To Mr. SLAGHT: *Q.* Let us have the voucher?—*A.* Here it is.

Q. Yes, 182 and 183, dated December 10th, 1912, received from W. D. Hogg, K.C., \$1000.00, to pay mortgage of J. P. Band and signed E. M. Howland?—*A.* Yes.

Q. Then \$48.00, interest Martin & McAmmond mortgage, up to date, what did you do with the interest?—A. That remained.

Q. And the bonus \$15.00, you didn't pay that over to her then, you got in \$1045.00, in September 1912?

Mr. SLAGHT: I may be permitted to say to your Honour and to my learned friend that we do not concede at all that the witness has yet established that the Fudge mortgage which we started off with, was put in to the other two mortgages he suggests, and that the burden of proof is on him to show that.

10 To Mr. SLAGHT: Q. Where is the cheque to Lady Howland?—A. It is here.

Q. Now that cheque entry through your books, agrees with the receipt for a thousand dollars?—A. Yes.

Q. Where is her ledger account for 1912?—A. What do you want to see now?

Q. And you credited \$42.50?—A. That remained in my hands.

Q. Here on August 16th, 1911, your books show, paid Lady Howland, Band, \$42.50?—A. Yes.

20 Q. You didn't get this from Warne & Magee until September 20th, and it shows that you got \$1045.00?—A. Yes.

Q. Then on December 7th you paid Lady Howland a \$1000.00, for which you produce a receipt dated on December 10th?—A. Yes.

HIS HONOUR: Even so far as we know at present the advance of \$42.50, credited to her *Re* Band is in his hands?

Mr. SLAGHT: Yes.

To Mr. SLAGHT: Q. If there is any evidence when, or on what date you got the money from the Fudge mortgage, you have not been able so far to show me?—A. No.

30 Q. And credited to Lady Howland. I will pass from that and go on to something else, as you cannot give me anything about that?—A. No.

Q. Larocque mortgage \$200.00, have you got the mortgage book?—A. Yes.

Q. When did you receive the principal money from Larocque?—A. The \$200.00, here it is.

Q. Page 133 of the mortgage book shows that you got the money?—A. Yes.

Q. It doesn't show when. Show us where you charged yourself with the Larocque \$200.00?—A. There is \$7.00 interest there.

40 Q. You show \$7.00, the last half year's interest received by you on the 8th of March 1913, and then after that the mortgage is paid off, so after the 8th of March 1913, you should charge yourself with \$200.00, from Larocque, is that true?—A. 1913?

Q. Yes, on the 3rd of June you show a cheque from Larocque from \$164.75?—A. Yes.

Q. And except for that we can't find where you charge yourself with the balance of the Larocque mortgage?—A. Well, I don't know whether I did or not. That is in 1913.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*
—
Plaintiffs'
Evidence.
—
No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

Q. Cheque from F. A. Chausse on account of Larocque mortgage \$164.75?—A. Yes.

Q. The Larocque mortgage was \$200.00, on your books, and your book shows that it was paid off, now show me where you credited the balance to Lady Howland?—A. I don't know as I can.

Q. Then that makes a difference?—A. It is made up from this.

Q. There is no entry in her ledger account you are producing, which shows you have charged yourself with that money, only in part?—A. Oh no, not at all. On June 3rd, Larocque \$35.55, paid Lady Howland \$104.50.

Q. Pardon me?—A. That is on account of the Larocque mortgage. 10

Q. The \$200.00 mortgage was paid off?—A. There may be a receipt for that \$104.50.

Q. On the opposite side of your book, you show three items, to Hogg & Hogg, costs and Larocque \$35.75?—A. Yes.

Q. Paid Lady Howland \$22.00?—A. Yes. Paid Lady Howland on July 7th \$104.50.

Q. That makes a total of \$140.25. Can you indicate to me where you charged yourself with the balance of the Larocque money?—A. No.

Q. Because the charge to her on the other side of the ledger doesn't help us any? 20

Q. HIS HONOUR: You did hold a mortgage in 1913, from Larocque for \$200.00?—A. Yes.

Q. HIS HONOUR: How is it suggested that a settlement of that trust has been made even whole or in part?—A. There are three items here your Honour.

Mr. SLAGHT: There are three items here your Honour which look O.K. to me, in part.

HIS HONOUR: Are they carried into the amended account?

Mr. SINCLAIR: Yes, \$164.75 on the 3rd of June, on account of the mortgage, and on the opposite side you will find she is charged with costs *re* Larocque \$35.75, and paid Lady Howland \$22.00, and the next entry is \$104.50, which is part of that \$164.75. 30

Mr. SLAGHT: Is it? It isn't marked so.

Mr. HOGG: We will mark it, if you want it marked.

Mr. SINCLAIR: That still leaves \$35.25, to be charged against Mr. Hogg, on account of the principal.

To Mr. SLAGHT: Q. You received for Lady Howland sixteen shares of coal stock as shown by your letters acknowledging that as an asset in your hands?—A. Yes.

Q. Have you the shares still?—A. No. 40

Q. What did you do with them?—A. I think they were sold, weren't they?

Q. We can find no accounting for them, there may be some but we have been unable to trace any?—A. What time was that?

Mr. MCKAGUE: It is an item 1905, May 22nd., but I don't know whether that refers to the particular stock, it refers to coal stock.

Mr. SLAGHT: He sold \$2000.00, worth, and my understanding is that he had sixteen shares left. It may be accounted for, I may say that to you, and I have overlooked it, but I haven't been able to find it. I remember seeing something in a letter about stock. There is a letter on January 16th, 1906, that is in as Exhibit 25. I will read the letter to you.

To Mr. SLAGHT: *Q.* Now, Mr. Hogg, do you remember what you did with these shares?—*A.* I think I must have sent them to her eventually, I don't remember anything about that. I will see about that.

Q. Do you agree with me that in the accounts that are produced there
10 doesn't appear to be any subsequent charge about this, there is no charge to you of the sale of the shares?—*A.* No, no, and I think they were handed over to her, or to her son, I don't remember, but I haven't got them, and I don't remember ever having sold them.

Q. John McDougall mortgage, let us get to this, unless there is something you wish to suggest to the Court about the coal stock?—*A.* No, there isn't.

Q. John McDougall mortgage, is that in the book here?—*A.* No, that was in the book before this, that was paid off, and formed part of the amount that was in my hands for re-investment.

20 *Q.* July 12th, 1907, you got some interest on that?—*A.* Oh yes.

Q. July 3rd., interest on John McDougall mortgage \$61.88?—*A.* Yes, that was the right amount.

Q. How much was that mortgage for?—*A.* \$2250.00.

Q. Now have you got a book record of that?—*A.* Well, I am just going to see.

Q. On page 326?—*A.* No that is only a little account for services. I think we will have to get Lady Howland's account.

Q. Here is an item which might throw a little light on it. On February
30 18th, 1903, at page 325, of Exhibit 2, I find, "Attending to register discharge of mortgage from Lady Howland to J. McDougall, and paying same \$2.00, and paid 75 cents, so apparently the John McDougall mortgage was discharged and paid in 1908, about the 18th of February?—*A.* It would appear so.

Q. Let us see where you credited that to Lady Howland? The book here indicates that it was paid about the end of January 1908, and I can find no interest entries after that date. Of course there wouldn't be if that is a true entry, you registered the discharge and I can find no entry since where you have charged yourself with the amount you received, can you help me?—*A.* I don't know I am sure, I can't tell you that.

40 *Q.* Well then, you kept books at that time, of course?—*A.* Oh, yes.

Q. Then is there any reason why you can't, if the books have all that, why you can't tell us why you didn't account for the money on that mortgage, Mr. Hogg?

To Mr. MCKAGUE: *Q.* Are there any books which reach back of 1913?—*A.* This ledger goes back in 1905.

Q. Will your index help us any?—*A.* No, I don't think so.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

—
No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

*Plaintiffs'
Evidence.*

*No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.*

Q. Ledger account, January 1st, 1905, page 26 of Exhibit 2. Here is Lady Howland's mortgage account pasted in the front. There is something now, I find on Exhibit 2, on the very first fly leaf on a sheet that is fastened in on the other fly leaf, which indicates that the J. McDougall mortgage which was dated in 1899, and had four years to run, and was for \$2250.00, marked in red ink, paid in full?—*A.* Yes.

To Mr. SLAGHT: Q. That is the amount you had received, \$2250.00, that was in full?—*A.* Yes.

Q. May I ask you where you have accounted for that to your principal, by charging yourself with the money?—*A.* I don't find that. 10

Q. Mr. SINCLAIR: Is there any cash book of that date?—*A.* No, we have none.

To Mr. SLAGHT: Q. Now here we are on February 15th, to amount received from Mr. John McDougall, balance of his mortgage to Lady Howland \$812.15, from Trust account for investment \$2200.00?—*A.* Yes.

Q. You kept a trust account at that time?—*A.* Yes, I kept a separate account in another bank, in the Crown Bank.

Q. \$2200.00, that would be for Lady Howland, would it?—*A.* Yes.

Q. Show me where you credited Lady Howland in any of these accounts with these McDougall moneys \$2250.00?—*A.* There is something here, cheque Mutual Life, for discharge of their mortgage, now I don't know whose mortgage that was, there is \$12,999.75, on that book, but what that mortgage was I can't tell you. 20

Q. That mortgage was a Higman mortgage?—*A.* The Mutual Life?

Q. Yes?—*A.* Then I paid off the Mutual Life with the McDougall money.

Q. That is right. You got \$812.00 of the \$2250.00 at that time from McDougall as the balance?—*A.* Yes.

Q. That gibes with the entry where you discharge the mortgage on the 18th?—*A.* Exactly. 30

Q. Then you got from the trust account for investment of Lady Howland's fees \$2200.00?—*A.* Yes.

Q. I suppose you bought from the Mutual Life, the Higman mortgage, and turned it in to Lady Howland as an asset?—*A.* I don't remember that.

Q. Because there is a Higman mortgage—

HIS HONOUR: In existence, or discharged?

Mr. MCKAGUE: It is immediately after this, and it is recorded here.

To Mr. SLAGHT: Q. That clears up to my satisfaction, at all events, \$812.00, of the \$2250.00, John McDougall mortgage?—*A.* Yes. 40

Q. Can you vouch the balance for me in any way?—*A.* Except for this \$2200.00.

Q. No, that is a trust account, and this amount here paid to you, was a balance on the McDougall mortgage of \$812.00?—*A.* Yes, and when he paid the other I don't know, but he must have paid it sometime.

Q. There would be \$1400.00 he paid prior to that?—*A.* Possibly.

Q. Now if you can find where you charged yourself with it, I will be very glad to help you with that, but that is as far as I can see that we get any light on it. I don't see any entry about that, but no doubt it was paid, and I don't know just when. Perhaps your counsel and yourself at the adjournment will find that and will clear it up, at our next meeting?—A. I will see about that.

Q. Then, Mr. Hogg, you took over Lady Howland's affairs, as you told us, shortly after her husband's death?—A. No I didn't take over her affairs, but I assisted her as much as I could in the meantime with
10 her affairs, and from time to time she sent me sums of money as I procured loans for her. I didn't take over the management of her affairs, she looked after her insurance money and I looked after the sale of her property to the extent of going up to Toronto a number of times.

Q. She derived her income from the investments you made for her?—A. Yes.

Q. And as I gather from the correspondence, that was her only source of income?—A. Oh no.

Q. Do you know whether she had any other source of income?—
A. I understood she had, I never asked her what her income was.

20 Q. Doesn't your name appear on the Surrogate papers filed in Toronto in connection with the application of probate of James Bethune's estate?—A. I don't remember that. The probate as I understand was taken out by the late Mr. Marsh.

Q. I think you said in your declaration that she asked you to aid her in realizing the estate of her husband, shortly after his death, and to assist her in the sale of the real estate and in collecting in the insurance?—A. I didn't collect the insurance, I got the particulars, and got the papers ready, and she sent them and got the money, I never got any of the insurance moneys at all.

30 Q. Now I suggest to you that in liquid assets she had \$30,000.00 in insurance, and some \$2000.00, so she had practically \$320,000.00 at least?—A. Quite possible; my recollection is that she bought quite a lot of London & Canadian Stock, and I heard that it was afterwards turned in to the Canada Permanent Mortgage Corporation.

Q. There are certain items in this account, which you seek to credit yourself with as having paid to Mrs. Bethune, and afterwards Lady Howland, for which you hold no vouchers?—A. Oh yes, quite so.

40 Q. And certain items for which you hold no vouchers, and for which you have no entries in your books?—A. I wouldn't say there are no entries, there are some entries I think.

Mr. SLAGHT: I think your Honour that is all I have to ask at the present time. We question the payments contained in the account for which vouchers are not produced under the usual rule, and then, I trespassed perhaps for a long time in investigating these special matters, and I hope it will shorten the investigation. I don't know what course my friend of the Trust Company intends to adopt now, whether he intends to go over the account item by item, or some other way. The items

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amination—
continued.

covered by vouchers, I am not going to question, but it may be that I would have to ask leave of the Court at some later stage, to ask some questions with regard to something else, but I hope not.

Mr. SINCLAIR: I am going to ask that the book my learned friend has been referring to, as kept by Lady Howland, should be fyled as an exhibit, so that it will be before the Court.

His HONOUR: Yes, I think that might be of some assistance to me, and to Mr. Hogg perhaps, and as it has been referred to, it would be quite proper to have it fyled as an Exhibit, so it might be referred to at any time.

Mr. SLAGHT: My friend on behalf of Mr. Hogg, has asked to have before the Court, and to which I am quite agreeable, a book of notes commenced in 1909, by Lady Howland, and he wants it put in, so I will turn it over to the Court for that purpose. 10

Note Book, kept by Lady Howland, commencing in 1909, put in by Mr. Sinclair, and marked Exhibit 33.

Mr. MCKAGUE: Unless my learned friend Mr. Sinclair has some suggestion to make regarding this amended statement of account as a result of the investigation up to this point, I have no other alternative than to suggest that this amended statement as presented, be dealt with, item by item. 20

Mr. SINCLAIR: I think that is the only thing we can do with it.

His HONOUR: I see no objection to it.

Mr. MCKAGUE: I do not see that the Trust Company should be called upon to suggest any other procedure, except to audit the statement of account that Mr. Hogg has put in, and Mr. Hogg is now called upon to audit that statement. He has presented it for audit, he has to have his accounts audited, and he has asked to have them audited according to the Statute.

Mr. SLAGHT: I rather apprehend this is a Statute that is somewhat new to me and not very often invoked, this is a special Statute, but the practice is very akin to executors coming forward to audit their accounts. It is a different Act and therefore it struck me that the party invoking the Court to give them a discharge, or a clean sheet, bears the onus. 30

Mr. HOGG: Certainly, there is no doubt about that.

Mr. MCKAGUE: You may go on Mr. Sinclair, you are presenting this account.

Mr. SLAGHT: Why don't we take the vouched items? I haven't looked at the vouched items, and I am assuming these are going to be vouchers from Lady Howland, and I am not going to question any of them. 40

Mr. MCKAGUE: The first question is, what capital is on hand?

Mr. SINCLAIR: There is no means of establishing what capital there is on hand, and what was on hand in 1886.

Mr. HOGG: No, I can't tell that. The books which contained the entries prior to 1905, that we have any record of were lost and destroyed, and are not in existence so far as I know, and therefore we have got to start with what we have got, and in order to satisfy the Toronto General

Trusts Corporation I made a statement showing all the money that I had paid out for Lady Howland in the way of interest and principal, and that is the statement before you.

Mr. SINCLAIR: The first item is vouched by a receipt from Mrs. Bethune, for \$203.00.

Mr. SLAGHT: You are dealing with the disbursements now?

Mr. SINCLAIR: They are all dealing with payments for her.

Mr. MCKAGUE: You are dealing only with the left hand column of this statement. Vouchers dated July 15th for \$113.00 and July 15th
10 for \$275.00. Now we have a voucher for \$413.00, instead of \$388.00, which would be the total of the two amounts I have mentioned.

HIS HONOUR: The Trust Company admit all the vouchers have been produced for all the payments in the left hand column of the first page of the amended account, and for all the payments on the left hand side of the second page, with the exception of the sum of \$113.00, and \$275.00, dated July 15th, and state that they hold a voucher for \$413.00, whereas the total of the two items mentioned make \$388.00, and they are believed to be in respect of the same payments.

Mr. SINCLAIR: I think you might say that you accept these, that
20 they are all vouched, and \$25.00 more are vouched, instead of making an explanation.

Mr. MCKAGUE: We have done that, but we draw the Court's attention to the items that appear in the account.

HIS HONOUR: I appreciate this now, that you have a voucher before you for a sum larger than the amount of \$388.00.

Mr. MCKAGUE: On page 3, we accept the vouchers for every item with the exception of two, the first being November 15th, 1894, for \$123.00, and December 28th, 1894, for \$61.88.

HIS HONOUR: Are you not content with this?

Mr. MCKAGUE: We have no vouchers for these two items. Mr.
30 Lang has explained that the two items I have excepted in this statement here, should appear in the year 1918, as the items on which these are two credits were not in existence at this time.

Mr. SLAGHT: Are there vouchers for them in 1918?

Mr. MCKAGUE: Yes, they are vouched, and it doesn't affect the dates, they are properly placed in the year 1918.

HIS HONOUR: On page 3, these entries just constitute a cross entry, and do not affect the total.

Mr. MCKAGUE: Yes, that is right, they do not affect the total.
40 Then on page 4, on the left hand column we have vouchers for every item with the exception of four, and they are four items under date August 2nd, 1902, and are in the sum of \$450.00, \$100.00, \$61.88, and \$35.00. From number 76 to 93.

Mr. SINCLAIR: In support of the entries under date of August 2nd, 1902, I produce a letter book, which I think has not been marked yet.

Letter Book, starting 28th November 1904, put in by Mr. Sinclair, and marked Exhibit 34.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.

W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrigate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

Mr. SINCLAIR : This is a copy of a letter written to Lady Howland on the 2nd August, 1902, in which he states he had sent a cheque to the Manager of the Canadian Bank of Commerce for \$664.88, to be deposited to the credit of Lady Howland, and then he sets out the various parties which the amounts are to be credited to, and says he hopes she will find the amount credited all right in the Bank.

HIS HONOUR : Is there any evidence from the witness in respect of these items ?

The WITNESS : That letter was written by me, your Honour, and the cheque enclosed, and there is no receipt. 10

Mr. SINCLAIR : Would that be sufficient, your Honour ?

HIS HONOUR : You say an error has been made against Mr. Hogg, and it can be corrected by adding \$18.00, provided he establishes the accuracy of this account.

Mr. SINCLAIR : Yes, but he says he wrote a letter, and he sent a cheque.

Mr. SLAGHT : Where is the letter to the Manager of the Bank, Mr. Hogg told us he enclosed a cheque with this letter.

Mr. HOGG : The money being paid in that way, it is quite possible it was in another letter book, and I could hunt it up, I had a kind of a private 20 letter book.

Q. HIS HONOUR : Do you mean that your account was charged with the cheque which you say was enclosed in that letter, Mr. Hogg?—A. I do, most decidedly, your Honour, the letter never would have been written otherwise.

Mr. SLAGHT : May I point out, your Honour, that he is again reiterating that a cheque was enclosed in that letter, and the letter doesn't purport to have any cheque enclosed.

Mr. SINCLAIR : The letter is from Mr. Hogg to the late Lady Howland, and he says, I sent a cheque to the Manager of the Bank of Commerce for \$664.88, to your credit, and says, I hope you will find the amount credited 30 all right in your account.

Q. HIS HONOUR : Mr. Hogg, I will ask you this, to what Bank did you send the cheque?—A. To the Canadian Bank of Commerce.

Q. HIS HONOUR : Where?—A. At St. Catharines.

Q. HIS HONOUR : And the cheque was drawn on what Bank?—A. It may have been either the Northern Crown Bank, or the Banque Nationale at Ottawa.

Q. HIS HONOUR : Do I understand you to say that that cheque was on your Bank?—A. It was, there is no doubt about that, it was on one of 40 the Banks I have mentioned.

Mr. MCKAGUE : The next payments in the left hand column on page 5, we admit a voucher for every item except the last item on the page which is 119, and is the sum of \$800.00, that was a loan to the Capital Real Estate Company, and there wouldn't be a voucher from Lady Howland for that.

Mr. HOGG : I have shown that in the book, here.

Mr. LANG : That shows an amount invested, of \$800.00.

Mr. MCKAGUE : On page 6, on the left hand column, we have vouchers for every item from 120 to 141, on page 7, I think I will have to deal with them now. The first one is 142.

Mr. SLAGHT : The voucher 139, that is \$633.00, who is that a payment to ?

Mr. LANG : There it is.

Mr. SLAGHT : That is all right.

Mr. MCKAGUE : And 132, that is represented by voucher 142, that is accepted. The next item \$90.00, is accepted and represented by voucher 10 143. The first item for which we haven't a voucher, is the sum of \$900.00 loaned to Mr. Kelly, all the others we have vouchers for, down to that point. The next item for which we haven't a voucher, is dated June 31st, loan to Mrs. Betcherman, for \$1200.00.

Mr. HOGG : That mortgage has been actually paid off, and paid to the Toronto General Trusts Corporation.

Mr. MCKAGUE : Then there is an item, loan to Vaillancourt \$450.00, we haven't a voucher for that, and immediately below that, April 4th, paid to Lady Howland \$1138.50, we haven't a voucher for that. The next item is loan to Mrs. Betcherman \$1200.00, we have no voucher for that, 20 and we have no voucher for August 8th loan to Wolf Shenkman, \$200.00, and we have no voucher for December 22nd loan to Larocque \$200.00, and we have no voucher for December 7th loan to D. L. Campbell, \$800.00.

Mr. SLAGHT : How has your Honour got that ?

HIS HONOUR : It is \$900.00, here. I am not going to change this, I am going to leave it, but the third item in the left hand column should be \$128.50, instead of \$28.50.

Mr. MCKAGUE : Yes your Honour. Then February 11th, 1911, paid Lady Howland balance on account \$448.35, we have no voucher for that.

HIS HONOUR : Then the whole page is vouched, except those you have 30 mentioned ?

Mr. MCKAGUE : Yes.

Mr. SINCLAIR : And those are investments made for Lady Howland. Here is a letter, in which he says, "I am enclosing a statement showing balance of principal money in my hands, and I am enclosing a cheque for that amount \$448.35. There are a number amounts of interest falling due, and I am asking the parties to pay them, and when they are received I will send them on."

To Mr. SINCLAIR : Q. That letter was written on the 2nd May, 1911 ?—

A. Yes.

40 Q. Did you send a cheque with the statement for that amount ?—

A. Yes.

HIS HONOUR : Q. Was it paid by your Bank ?—A. Yes, it was paid by our Bank.

Mr. MCKAGUE : All the rest of that page are vouched. Now going to page 8, the first item we take exception to, is the third item, April 27th. there is \$57.00, and in respect to that item we have a voucher, received from W. D. Hogg, *re* S. Kelly, half year's interest, \$27.00, and J. P. Band

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W. D. Hogg.
Cross-ex-
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amination—
continued.

\$30.00, and then it says, "and also on account of Agnes \$28.00," and I would ask an explanation as to that?

Mr. HOGG : That was some private matter between my wife and her sister Lady Howland.

Mr. MCKAGUE : We admit the voucher for \$57.00. Then the next item, September 8th. is a loan of \$1800.00, there is no voucher for that, and the next item following \$1200.00, we have no voucher for that. The next item is on June 3rd. 1913, costs *re* Larocque \$35.75, we don't appear to have a voucher for that.

Mr. HOGG : I suppose that was some action I had to take. 10

Mr. MCKAGUE : The last item on the page, December 14th. 1909, which reads Martin & McAmond interest \$48.00, there is no voucher for that.

Mr. SLAGHT : I may be able to help you on that, if you will give me the book last put in.

Mr. SINCLAIR : There is no remittance of \$48.00, in 1909.

Mr. LANG : That item appears out of place, there is no entry in 1909, it was put in the wrong place, so I think we can accept that.

To Mr. SINCLAIR : *Q.* You charge an amount of a bill of costs?—*A.* Yes.

Q. And you file a receipt now, for that?—*A.* Yes.

Mr. SLAGHT : As far as I am concerned. I wouldn't have any question 20 to raise about that.

Mr. SINCLAIR : Are you raising any question about this loan ?

Mr. SLAGHT : There may be a very serious question about that.

Mr. MCKAGUE : Now the second item, transferred to T. Nolan, Brahinsky, \$39.00, there is no voucher for that.

To Mr. SINCLAIR : *Q.* Do you remember anything about this item, Mr. Hogg?—*A.* No, I don't think I do.

Q. There is interest on the other side of the page, it was transferred to T. Nolan, who was T. Nolan?—*A.* The late Thomas Nolan.

Q. Why should he get it?—*A.* I will tell you what I think it was, 30 Nolan held a mortgage from Brahinsky, and the money may have been paid in.

Mr. SLAGHT : Let me suggest that it got in here by inadvertence, and had nothing to do with this account at all. I saw something in the book where Mr. Hogg was acting for Nolan.

To Mr. SINCLAIR : *Q.* Did you have a mortgage for Lady Howland, from Brahinsky?—*A.* I think I had a mortgage, in this was, there was a mortgage on a property that Brahinsky bought, and Stapleton was the name of the man, but it doesn't make any difference, but that was the way it was.

Mr. SINCLAIR : It makes this difference, if you received this money 40 from Lady Howland, you haven't got a voucher for paying it out. It shows on the other side that you did something with it, but you have no voucher.

HIS HONOUR : Those cross entries destroy each other, if Brahinsky is associated with both of them.

Mr. HOGG : I don't remember about that.

HIS HONOUR: Unless I hear something further from Mr. Slaght, I may say at the present moment it seems to me that those two entries nullify one another, and may be left there undisturbed.

Mr. SLAGHT: That is the \$39.00, item, and I quite agree with that. I think they come there in this account by mistake, but that doesn't refer to the item lower down on the page \$75.00.

Mr. MCKAGUE: The next item, dated December 17th. \$85.00, we have no voucher for that.

Mr. SINCLAIR: We have a letter for that, December 17th, 1913, \$85.00. No that letter doesn't agree with this at all. This letter agrees with the \$85.00, at least it says Vailanncourt \$27.00, Dumas \$36.00, Capital Real Estate Co. \$52.00, and in the account it is \$22.00. This is an Exhibit fyled before the Court which perhaps will put us right, as it points out that you were sending her \$52.00, interest on a non-existent mortgage.

Mr. MCKAGUE: The letter shows that the amount sent was \$52.00, and not \$22.00.

Mr. SLAGHT: What we say now is, and perhaps we better indicate it to the Court, that there was a Capital Real Estate mortgage for \$800.00, and this would purport to be interest on that \$800.00, mortgage charged here. There was \$1800.00, received by the applicant out of the coal stock, for which he stated he had made a loan to the Capital Real Estate Corporation on a mortgage, and we say that no such loan was made, so the applicant has had the use of that money for a good many years, until the time came when he should account for the principal and interest, and my submission is that cannot be allowed to him for something he didn't send it for, and it was not interest on the Capital Real Estate mortgage of \$800.00, which was a real and existing mortgage, and has no connection whatever with the \$1800.00, which he did not invest, and which he paid fictitious interest on.

Mr. SINCLAIR: \$22.00, would be five and a half per cent. of \$800.00.

Mr. SLAGHT: Certainly it would, but he sent \$52.00, interest. If in taking this account you are going to go back and charge him interest from the outset that would be fair, because he paid interest on a fictitious security, but you can't allow him \$22.00 out of it. That will be my argument, so you can get any evidence on it, you can.

Mr. SINCLAIR: There are \$27.50, \$36.00, and \$48.00, these amounts were sent in the letter.

Mr. SLAGHT: Yes. Now the \$22.00, item is the only one out of that, that I am quarrelling with. The other was sent, but the \$22.00 never was sent, I say.

Mr. MCKAGUE: Now the next item, September 23rd, there is no voucher.

Mr. HOGG: There is the stub of the cheques, and that is the best evidence I could get. It is in the cash book and in the ledger, and there is the stub of the cheque.

Mr. SLAGHT: We can help you with that. This is O.K., in Lady Howland's entry in her book. In doing so, I want to state to the Court

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W. D. Hogg.
Cross-ex-
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continued.

that Lady Howland seems to have been accurate in entering her matters, because the book may be used in evidence.

Mr. MCKAGUE: February 14th, 1914, an item of \$60.00, re Becherman and Campbell, interest paid to Lady Howland, is there any voucher for that?

Mr. SINCLAIR: Here is the letter, dated February 11th, 1914, \$60.00, being interest of mortgages of Campbell and Becherman, Campbell \$24.00, and Becherman \$36.00.

Mr. SLAGHT: That is right, that is entered in Lady Howland's book, here. 10

Mr. MCKAGUE: We will accept that. Now the next item is \$160.00, Dumas \$36.00, Capital Real Estate Co. \$22.00, Kelly \$54.00, and Martin & McAmond \$48.00, and we do not appear to have a voucher for that.

Mr. SLAGHT: Here is again the old matter of sending her \$52.00 on a fictitious Capital Real Estate mortgage, and not sending her the interest on the real Capital Real Estate mortgage which he was in receipt of, so we object to the \$22.00 item again.

Mr. SINCLAIR: Here is a letter, and I will read it if I may, but it doesn't agree with this entry. It says, "I now enclose you \$127.00" and the entry is \$160.00. Dumas \$15.00, Martin & McAmond \$33.00, that is \$48.00, then \$52.00, Capital Real Estate Corporation, and \$27.00, S. J. Kelly, that makes the \$127.00, and that is June 8th, 1914. 20

Mr. SLAGHT: \$127.00 is what he said he sent? You will find the cash book doesn't concur with the letter.

HIS HONOUR: Is there any admission that anything was received by Lady Howland, on this item?

Mr. SLAGHT: Yes, the Martin & McAmond \$48.00, is all right.

Mr. MCKAGUE: We have a voucher for \$127.00, but charges \$160.00.

Mr. SLAGHT: I would like this letter of June 8th, 1914.

Letter press copy of letter dated June 8th, 1914, from Mr. Hogg to Lady Howland, put in by Mr. Slaght, and letter on page 85, marked Exhibit 35. 30

HIS HONOUR: There is an admission to the extent of \$127.00 only?

Mr. SINCLAIR: Yes.

Mr. MCKAGUE: There is a difference of \$33.00 on that item. Then the next item is August 17th, 1914, of \$35.00, N. D. Porter, Brahinsky. That is the one we dealt with before, and there is a corresponding item on August 14th.

Mr. SINCLAIR: That was paid on an insurance policy, have you any voucher for that, Mr. Hogg? 40

To Mr. SINCLAIR: Q. Who was N. D. Porter, was he an insurance agent? —A. Yes, he was.

Q. Did you have the Brahinsky property insured with him? —A. Yes, I think there were two policies, one was with Porter, and probably both were.

Mr. MCKAGUE : We are satisfied with that. Now the next is October 21st, 1914, an amount of \$77.50, based on three items, Campbell \$24.00, Clairoux \$40.00, and Vallaincourt \$13.50, making a total of \$77.50.

Mr. SINCLAIR : There is a letter in regard to that.

Mr. SLAGHT : That is all accounted for, it is in the book here, so it is all right.

Mr. MCKAGUE : The next item is December 17th, \$46.00, made up of Clairoux interest \$20.00, and the Capital Real Estate \$26.00. There is no voucher for that.

10 Mr. SLAGHT : That is covered in the Exhibit before your Honour, he has charged \$130.00, here, the three items amount to \$130.00, and he sent only \$108.00 in the letter of December 8th, 1914. The letter is Exhibit 27, and the other letter was Exhibit 26. We acknowledge \$108.00, and that is all entered in the book just as the letter was sent to us.

Mr. SINCLAIR : It makes a difference of \$22.00 there.

Mr. MCKAGUE : Then coming to page 10, the first item there is July 21st, \$1.05, and that appears to have been paid on insurance. Then on November 1st, paid Lady Howland interest \$225.00, and there is no voucher.

20 Mr. SINCLAIR : There is a letter on November 2nd, 1915, on page 93 of Exhibit 35, \$225.00, being interest on several mortgages, namely, Kelly \$54.00, Shenkman \$75.00, Clairoux \$50.00, and Dumas \$36.00.

To Mr. SINCLAIR : *Q.* Did you send a cheque for that, Mr. Hogg?—
A. Yes.

Q. And it was paid by the Bank?—*A.* Yes. She mostly sent receipts, but the evidence is that she didn't send any for this period. It is possible that she may have been visiting at my house, and I gave it to her.

Mr. SLAGHT : There is no record in the book, she had stopped keeping a record.

30 Mr. MCKAGUE : We will leave that with the letter enclosing the cheque. The last item on the page, Martin & McAmmond. I have no voucher for that \$48.00. Then on January 17th, an item of \$122.00, there is a voucher dated January 21st, 1916, for \$150.00, which is made up of Kelly \$27.00, Vaillancourt \$27.00, Betcherman \$42.00, Capital Real Estate \$54, making a total of \$150.00, instead of \$122.00, so we admit \$122.00.

Mr. SLAGHT : I don't admit it. What I say about that is, that we do not admit the \$26.00, Capital Real Estate.

HIS HONOUR : Should he not be given credit for the \$54.00, if he paid it, on the principle that he must have been owing it when he paid it?

40 Mr. SLAGHT : He gets credit for the \$54.00, but he doesn't charge himself on the other side for the use of the \$54.00, but he does charge himself on the other side of the account for the various sums. He is passing on to Lady Howland what he has charged himself with receiving, but he doesn't charge himself with receiving in \$54.00.

HIS HONOUR : Will there be an enquiry later in this as to whether if he has paid Lady Howland on this account \$54.00, by way of interest, he must be accountable for the principal.

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continued.

Mr. SLAGHT: Yes, and he must be accountable for the principal, which is \$1800.00, and it will work out this way; he must be accountable for the principal which is \$1800.00, and for the use of the money each year, he must be accountable as well for the years he used it. If you charge it to him at the rate he pretended he loaned it, he would have to be charged with the \$54.00, over on this side of the account, but he hasn't charged himself with that, if he had, the credit of \$54.00 on the other side would be proper. The Court need not reject anything at all, but I don't know whether I have made myself clear or not, your Honour.

HIS HONOUR: It seems to me your argument is that he will have to pay for the interest he is supposed to have paid, and he will also have to pay for the use of the money as well. 10

Mr. SLAGHT: There is nothing in question in this particular item except the question as to whether Mr. Hogg invested or did not invest the \$1800.00, on the Capital Real Estate mortgage. Now we are going to take the account, and he got the money fifteen years ago from the sale of the coal stock, and we are going to take the account and see how he comes out. The first thing to do is to put down the \$1800.00, and then charge against him the semi-annual interest right down all the years.

HIS HONOUR: Then if he shows that he sent her all the interest, or that he has discharged the interest to her, then he would only be charged with the \$1800.00 principal. 20

Mr. SLAGHT: He is seeking to credit here for the added amount of \$54.00, and he has not charged himself with the use of the money semi-annually.

HIS HONOUR: As soon as I decide how much money he is liable for, whether it is out on mortgage, or whether it was retained by him until he had opportunities to invest it, I would charge him interest upon it, and then he should be credited with the \$54.00 paid.

Mr. SLAGHT: In other words, if it was the only thing in the case, I am not going to ask you to pay the interest over again. 30

HIS HONOUR: Apparently if his statement is right he has paid \$54.00, but that is a red light to an enquiry as to whether at that time he held \$1800.00 or thereabouts for investment, or had that amount in his own possession which he was using as an investment.

Mr. MCKAGUE: You are prepared to admit the \$96.00, that is the \$150.00 less \$54.00.

Mr. SLAGHT: Yes, we will admit the \$96.00.

Mr. SINCLAIR: We are claiming here, \$120.00, and I propose to claim the difference between the \$120.00, and the \$96.00, and that will be \$150.00, altogether, at some period, when I have had an opportunity of looking into the matter. He paid it, and should be allowed it. 40

Mr. MCKAGUE: The next item is the last item on the page, \$48.00, and we have no voucher for that.

Mr. SLAGHT: I think, your Honour, that is all we can do at the present sitting, so if your Honour will fix the date for an adjournment, it will be satisfactory.

HIS HONOUR: I can give you Thursday, the 17th of February, and the next two days if necessary, if that is agreeable to all parties here?

Mr. SINCLAIR: That will be all right for me, I think, it will give me some time to go into the account, and familiarize myself with them.

Mr. MCKAGUE: That will be agreeable to me, your Honour.

HIS HONOUR: Very well, we will adjourn this matter to Thursday, 17th of February, at 10.30 a.m.

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Mr. SINCLAIR: We were vouching the items on the left hand side of
10 the account on page 10, and the representative of the Trust Company is
handling the vouchers, so he examined the account and vouchers for all
the payments on the previous pages on the left hand side. The first item
I wish to call attention to is item 1, on page 11, Clairoux, \$30.00. I see
in looking at Mr. Hogg's letter book, a letter which he wrote, and in which
he says he sent \$32.00, *re* Clairoux, and it is likely a typewriter's mistake
in making it \$30.00, instead of \$32.00. On page 97, of Exhibit 35, we
find a letter date 13th June, 1916, the voucher is numbered 220, and is
signed by Lady Howland on June 14th, 1916, and is a receipt for \$122.00,
made up as follows, Capital Real Estate \$54.00, Dumas \$36.00 and Clairoux
20 \$32.00, so there is no doubt about the accuracy of it, and that amount
should be \$2.00, instead of \$30.00.

Mr. SLAGHT: Are you vouching the Capital Real Estate payment at
\$26.00, or \$54.00?

Mr. SINCLAIR: I am vouching them at \$54.00, and claiming for the
balance over the \$26.00. I am vouching \$26.00, for the Capital Real
Estate Company, and there is no doubt \$54.00 were paid because Lady
Howland signs a receipt for it.

Mr. SLAGHT: I suggest to you—so that the Court may know the facts
—you have the cash book, turn that up and see what that shows.

30 Mr. SINCLAIR: The cash book shows a remittance of \$26.00. This is
a copy of the cash book. It is entered on page 109, of the firm's cash book
of 1916, as \$26.00, under date of June 13th. The letter shows that he sent
\$54.00, and Lady Howland signs a receipt for that amount.

Mr. SLAGHT: The letter is on page 97, of Exhibit 35.

HIS HONOUR: You claim that you paid \$28.00 more than you are
asking credit for.

Cash book of the firm of Hogg & Hogg, in which an entry appears on
page 109, indicating that \$26.00 was paid out to Lady Howland, as interest
on Capital Trust Company mortgage, put in by Mr. Sinclair and marked
40 Exhibit 36.

Mr. SLAGHT: I would like to make a suggestion to the Court, if your
Honour will bear with me while I explain it. Counsel now says that he
seeks to increase the account presented, by adding \$28.00, it being clear
from the letter produced, and also from Lady Howland's receipt that he
sent her on account of the Capital Trust Company \$54.00, and she got

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that amount, and it also seems clear that after sending the \$54.00, his books are falsified, and \$26.00, are entered—(Interrupted)

Mr. SINCLAIR: Your Honour, my learned friend has no right to say the books were falsified, because that is not the case, and I strongly object to that being said in regard to my client.

Mr. SLAGHT: Well, only \$26.00, were entered in the books, and if my learned friend seeks to be credited with the amount he is crediting the loan company fictitiously, he must be charged at the end of the matter, not only with the \$1800.00, back some years ago, but with interest thereon as well.

Mr. HOGG: You have said that several times already, and I think it is down.

Mr. SINCLAIR: Mr. Slaght takes the position that there was an \$1800.00 mortgage, and there should be payments of interest on it, and that the \$54.00 should be applied to that.

Mr. SLAGHT: Not that there was a mortgage but there was \$1800.00 on hand, and he must be charged with interest on the \$1800.00, and he said there was an \$1800.00, mortgage.

Mr. HOGG: I never said there was an \$1800.00 mortgage in my life, never in my life.

HIS HONOUR: Mr. Slaght has made a representation, it is on record and I have heard it, and also heard the evidence that there was a payment of \$28.00 more than he is credited with, and we are ready to go on to the next item.

Mr. SINCLAIR: Now the next voucher is July 24th.

Mr. MCKAGUE: That is credited on August 24th, on the other side, and that is there all right.

Mr. SINCLAIR: Is that satisfactory to you Mr. Slaght?

Mr. SLAGHT: I have no objection to that.

Mr. SINCLAIR: Then there is another one of Dumas, on the 23rd of December.

Mr. MCKAGUE: There is a voucher for Dumas \$36.00, and Capital Real Estate \$54.00.

Mr. SINCLAIR: There is another claim there for \$28.00 more. There is a claim under the item of December, 23rd for a further sum of \$28.00 as having been actually paid. Now what about 1917?

Mr. MCKAGUE: The next voucher will be February 23rd 1917. There is a voucher for \$75.00; there is a voucher McAmond for \$33.00, and another voucher Martin for \$15.00, which accounts for the \$48.00. Then on March 19th there is a voucher for \$42.00, Betcherman and Clairoux \$20.00, making \$62.00. There is no voucher for the next item, "Paid Martin & McAmond \$1600.00."

HIS HONOUR: Any query about that Martin & McAmond \$1600.00?

Mr. SLAGHT: Yes, absolutely disputed as fictitious. I mean, if we are going to come back to this it would be interminable—I should think you would want to show his Honour your book where an item which has been put through here as \$1600.00, has been struck out.

Mr. HOGG: Why should we prolong this by having the book shown several times. His Honour will have the book before him, and you have already expatiated on it several times, and the evidence in regard to it is all in. I went over the evidence and saw what you said.

Mr. SLAGHT: I point this out to the Court, that counsel should withdraw the \$1600.00 item, or show the Court why it should be left in the account, it has been struck out in the book and it is therefore put forward now erroneously, or worse.

Mr. HOGG: I absolutely deny that, that it was put forward erroneously. That is the trouble with Mr. Slaght, he wants to argue this instead of going on with the evidence, and getting through.

Mr. SLAGHT: We will ask the learned gentleman to confine his remarks.

Mr. HOGG: I will make my remarks just as I see fit.

Mr. MCKAGUE: I understand we are admitting certain items, and the others will be dealt with later. The next item is April 6th, paid Lady Howland \$35.00, for which we have no voucher.

Mr. SINCLAIR: Turn up the letter of April 6th, Mr. Hogg, and read it.

Mr. HOGG: Here is the letter, and it shows that I sent the money.

Mr. LANG: It is credited in the Bank statement of April 17th, \$35.00, this is a statement from the Canadian Bank of Commerce.

Mr. SINCLAIR: The letter is dated April 14th, which says, I enclose you \$15.00, on account of O'Connor, and the balance \$20.00, on—I can't make out the name. However the date of the credit is in the Bank of Commerce statement, in Lady Howland's account, it is credited there \$35.00.

Mr. MCKAGUE: Is that to be admitted?

Mr. SLAGHT: As far as I am concerned, it is all right.

Mr. MCKAGUE: Then the next item is on July 4th, 1917, \$165.50, composed of the following items, Dumas \$36.00, Clairoux \$20.00, Betcherman \$42.00, Capital Real Estate \$54.00, and Vaillancourt \$13.50, making \$165.50, and they are all vouched.

Mr. SLAGHT: May we see the cash book, and see the Capital Real Estate entry, the \$54.00, entry in it?

Mr. HOGG: In the cash book it shows \$54.00 paid out, paid to Lady Howland.

Mr. SLAGHT: On page 184 of the cash book, the entry is \$26.00, under date of the 23rd of May, 1917, in Exhibit 36, interest from Capital Real Estate \$26.00.

Mr. HOGG: No, cheque from N. D. Porter on mortgage, Capital Real Estate \$26.00. He was President of the Company.

To Mr. SINCLAIR: Re-examination of Mr. Sinclair continued.

Q. Mr. Porter was President of the Capital Real Estate Company?—
A. Yes, there is no doubt it was a Capital Real Estate cheque, but it is written in here, received from N. D. Porter, on Capital Real estate mortgage.

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Q. HIS HONOUR: Is there a voucher from Lady Howland?—*A.* Yes, for \$54.00.

Mr. MCKAGUE: Now commencing on page 12, there is an item of \$142.50, for which there is no voucher. The items are Chase \$60.00, O'Neil \$36.00, O'Connor \$33.00, and Vaillancourt \$13.50.

Mr. LANG: There is an entry of \$142.00 in the Bank book.

Mr. SINCLAIR: It was \$142.00, there it is, and there are the items which compose the amount, and likely the 50 cents would be discount. That is on December 4th, and there is an entry of \$142.00.

HIS HONOUR: Is that passed? 10

Mr. SLAGHT: Yes, that is all right.

Mr. MCKAGUE: There is an entry of \$123.14; there is a discrepancy there, and a voucher for \$42.00, and also a voucher Capital Real Estate \$20.00, but that isn't shown here.

Mr. SINCLAIR: We are claiming \$20.00, more from the Capital Real Estate, and there is an entry of \$125.14. There is voucher No. 235, for that.

HIS HONOUR: How was this money remitted? The difference in the 14 cents and the 82, may be discount?

Mr. HOGG: There is a letter in which I say "I am enclosing Express Order for \$185.14, Betcherman, Wolfe Shenkman, and an amount of Capital Real Estate" but it doesn't say what. I suppose that must be the \$20.00. 20

HIS HONOUR: It is \$185.82, and Mr. Hogg says he collected that amount, and he probably paid it out on a Money Order, and there are \$185.82 vouched, or rather his letter says he sent \$185.14, in an Express Order, and the difference would likely be discount.

Q. Mr. MCKAGUE: Now what about the item of April 30th, for which we have no voucher?—*A.* April 30th? There is a letter on April 5th here, which has reference to receiving \$1900.00, and it was loaned out on something else April 30th, 1918, paid Lady Howland, Clairoux (Chase) \$40.00, O'Connor \$24.00, Dumas \$36.00, making \$100.00, and it is entered on page 253, of Exhibit 36, it is here. 30

Q. Mr. MCKAGUE: There is no letter or cheque?—*A.* I think probably I should get a cheque for that. I was looking this morning, and I found several cheques, but I didn't have time to go through them all.

HIS HONOUR: Then is that passed?

Mr. SLAGHT: As far as I am concerned, I think that is all right. We will mark that as passed.

Q. Mr. MCKAGUE: Then on July 13th, paid Lady Howland interest Shenkman \$75.00, Betcherman \$42.00, balance Clairoux \$20.00?—*A.* That is vouched. Here is a letter of the 25th June, in which I say, "I am enclosing you a cheque for \$90.00, amount of interest sent——" 40

Q. Mr. MCKAGUE: No, there is nothing from April 30th to July 13th?—*A.* This is June 25th, and I sent that money.

To Mr. SINCLAIR : *Q.* Now the next item is R. Stewart & Sons, insurance on house 163 Mackay Street, do you know what that was, it is \$5.25?—

A. What time was that?

Q. It was August 2nd 1918?—*A.* There it is, there is the entry for \$5.25.

Q. It is on page 271, of Exhibit 36, it is there as paid on 163 Mackay Street house, for Lady Howland?—*A.* Yes.

Q. Mr. SLAGHT : Perhaps Mr. Hogg would tell us what mortgage that was on?—*A.* Well, I am not sure what it was.

10 *Q.* Mr. MCKAGUE : The next item in November 13th, 1918, "Lady Howland interest, Vaillancourt \$27.00, Clairoux \$60.00, and O'Neil \$60.00," and I have a voucher for that. That is \$123.00. Then the next is December 31st, "Shenkman \$75.00," and O'Connor \$48.00," which are both vouched. Then on page 13, we have no vouchers for any items on that page?—*A.* No.

To Mr. SINCLAIR : *Q.* There are Hogg & Hogg's costs \$27.00. The Clairoux mortgage was paid off apparently by Preston. This was the 5th of March 1919, and you have charged \$27.00 costs?—*A.* Cash from R. G. Preston in full of principal of Lady Howland mortgage \$27.00.

20 *Q.* Credited to the firm of O'Connor & Hogg, \$2,000.00, in all. Do you know what the costs were, and who paid that?—*A.* \$2,000.00 came in and the book keeper split it in the entry, but in the account we credited her with the whole amount, and charged her with the costs, and we will find out what these costs were for, and get a statement of them if it is desired.

Q. Mr. SLAGHT : No, I do not desire a statement. In what form did the \$2,000.00 come?—*A.* That amount was credited \$2,000.00, that amount came in from the client, and \$27.00—(Interrupted).

30 *Q.* Mr. SLAGHT : And the \$2,000.00, was struck out?—*A.* There was \$2,000.00 credited to Lady Howland in the account.

Q. HIS HONOUR : You are making a claim of \$27.00 in connection with this loan?—*A.* Yes.

Q. HIS HONOUR : Do you claim that the amount is a proper one?—*A.* I don't know, your Honour, this was nine or ten years ago, and I can't say that, but what I do say is, that the \$2,000.00 is credited there on that mortgage, and there is an additional amount of \$27.00 charged as costs.

Mr. SINCLAIR : We will find out where it is charged and why it is made. This book was not kept by Mr. Hogg.

40 Cash book of the firm of Hogg & Hogg, for 1919, put in by Mr. Sinclair, and marked Exhibit 37.

Mr. MCKAGUE : As I understand it your Honour, we are going to single out all these items that are vouched, and those we cannot vouch we will pass over for the present. If we have to go into these now it will take up a good deal of time. I have no more vouchers now until we get down to 1922, and I would like to skip those now, and go over those that are vouched, and then come back and go through these that are not vouched.

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Surrogate
Court.*

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Evidence.

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W. D. Hogg.
Cross-ex-
amination—
continued.

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Cross-ex-
amination—
continued.

The next item for which I have a voucher is March 29th, on the top of page 14, March 29th. The Canadian Bank of Commerce, St. Catherines, for Lady Howland, interest Shenkman mortgage. I have a cheque for \$150.00.

HIS HONOUR : We will go ahead and dispose of the vouchers.

Mr. SINCLAIR : Yes, I think that is probably the better thing to do.

Mr. MCKAGUE : Then there are no more vouchers until December 28th., the same year, when there is a cheque for \$231.83, which disposes of that. I skipped one on June 1st. 1921, on the same page, being an amount of \$184.89, in The Canadian Bank of Commerce. There is a cheque for that, that is all the vouchers, other than the ledger account of the Bank of Commerce. 10

Mr. HOGG : I may say your Honour, about that year 1819, that for these amounts that were sent, I did not receive receipts from Lady Howland, as I had formerly, and a little later on, as your Honour will see in 1921, I sent the amounts I had collected to the Bank of Commerce to be placed to her credit, and these three amounts Mr. McKague has mentioned are vouched by cheques.

Q. Mr. MCKAGUE : Are there any more cheques?—A. Oh probably there are, I only found these this morning, and I didn't have time to go through them all. I will look again. 20

To Mr. SINCLAIR : Q. Then the next item is on March 5th, 1919?—A. Entry on the 5th. of March in Exhibit 37, at page 13, under date of 5th March.

Mr. SLAGHT : You should vouch from the ledger, I should think.

Mr. SINCLAIR : The ledger is only a copy of the payments out from the cash book. This is under date of March 5th, 1919, and purports to record a payment to Lady Howland of \$108.00, in Exhibit 37, at page 13.

Q. HIS HONOUR : Is there any corroboration of that in the ledger Mr. Hogg?—A. I don't know whether the ledger so late as that, is here. It says, "Lady Howland, interest Chase \$60.00, O'Connor \$48.00." 30

Q. Mr. SLAGHT : Does it purport to be a cheque?—A. I don't know, it doesn't say.

Mr. SINCLAIR : No, it doesn't say that any of these amounts were paid by cheque. It is entered on page 114 of the Ledger, Exhibit 14.

Q. Mr. SINCLAIR : Who kept the Ledger?—A. That was kept by a book keeper named Lamotte, in 1919.

Q. Did he also keep the cash book?—A. Yes.

Q. And the entries in both books are in Lamotte's hand writing?—A. Yes. 40

Q. Where would he get the information, what would he enter these things up from?—A. From the cash book.

Q. For instance, there is an entry here, what does that mean?—A. That is a cheque.

Q. You didn't keep money in your vault that you took in, to pay out?—A. No.

Q. Then these would be entries off from cheques?—A. Yes, certainly.

Q. On June 20th, is there any question about this, you have the mortgage?—A. The mortgage was turned over to her, and the Trust Company has got the mortgage.

Mr. MCKAGUE: Yes, the Trust Company got that mortgage.

Mr. SINCLAIR: That is a re-investment of the Clairoux mortgage. When it was paid in, in March 1919, it was invested in the Loghrin mortgage, and the Trust Company have got the mortgage.

Mr. SLAGHT: If the mortgage book shows that, it will be all right.

10 Mr. SINCLAIR: It is in the ledger there on page 114, and it is in here on page 37.

To Mr. SLAGHT: Q. That is a purchase from Beament & Beaument, of a mortgage from Mrs. Loughrin, to the Howland Estate?—A. No, there was a mortgage by Mrs. Loughrin—there was a mortgage that was paid off by the amount that was received on the Loughrin mortgage.

Q. What did the Howland estate get for the cheque that went to Beament?—A. \$2000.00.

20 Q. As I understand it, this is an investment made for the Howland estate in June, what did it purchase? I want to consent to its passing if I can be satisfied what it went into?—A. I will show you. The Clairoux mortgage, that is the Chase mortgage was paid off by Chase, it was carried on in the name of Clairoux, but there is an entry here, property sold to Edward Chase.

Q. You paid Beament \$2000.00, dollars, two thousand odd dollars, what did you get for it?—A. The Trust Company got a mortgage from Elizabeth Loughrin.

Q. The Trust Company didn't get it?—A. They got it later.

Q. But the Howland Estate then got for that cheque \$2000.00?—A. No, that was invested at once.

30 Mr. MCKAGUE: The mortgage was dated the 30th May 1919, and this payment was apparently June, 20th. 1919, and the mortgage was received by the Trust Company in 1922.

Q. HIS HONOUR: Any principal still owing?—A. No, Your Honour, it was paid in full.

Mr. MCKAGUE: So there is only the difference of \$98.00, to be accounted for.

Mr. HOGG: Do you understand that now Mr. Slaght?

40 Q. Mr. SLAGHT: Yes, I understand it, if that is the Loughrin mortgage you bought from Beament?—A. No, we took a mortgage from Mrs. Loughrin who was paying off a mortgage that was already upon her property, we took a mortgage and paid off her mortgage, we didn't buy a mortgage. This other mortgage was paid off with \$2000.00, and invested in a mortgage to Mrs. Loughrin.

Q. HIS HONOUR: And that mortgage was subsequently turned over to the Trust Company?—A. Yes.

Q. HIS HONOUR: And was paid off after it was turned over to the Trust Company?—A. Yes.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

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No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

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Cross-ex-
amination—
continued.*

Mr. MCKAGUE: That mortgage was paid off, Your Honour, it was turned over to us and was subsequently paid off.

Mr. SLAGHT: The Loughrin mortgage has been accounted for by Mr. Hogg, and I wanted to be sure and satisfied that this money went into it.

Mr. SINCLAIR: Is that item passed?

Mr. SLAGHT: I don't understand the \$98.00, I suppose there is some explanation for it. I see now the \$98.00, is all right, so that item will be passed.

Mr. MCKAGUE: There is a credit on June 20th, of \$27.14, balance for Mrs. Loughrin's loan, and costs. There is \$27.14, on one side, and that is vouched your Honour. Then on July 11th, there is an amount of \$201.00. There is an item of \$200.50, in the Bank account on July 14th, 1919, which will probably be right because the remittance was \$201.00. 10

Q. HIS HONOUR: Is there anything in the books in regard to that?—

A. There is an entry in the cash book, under date of the 11th July, Lady Howland, interest, Betcherman \$42.00, Dumas, \$42.00, Betcherman again \$42.00, and Shenkman, \$75.00, making \$201.00.

Mr. MCKAGUE: That is admitted, is it Mr. Slaght, it is in the statement of the Bank of Commerce?

Mr. SLAGHT: Yes, that is admitted. 20

Mr. MCKAGUE: May 12th, that is in the statement of the Bank of Commerce in 1919. The July 11th. item was put in the Bank on July 14th, and January 19th, item, was put in the Bank on January 28th.

Mr. SLAGHT: Yes, these items are all right.

Mr. MCKAGUE: May 12th. 1920, \$165.00, that was paid in to the Bank of Commerce on May 15th, \$165.00, and the item of 17th. January, 1921, \$178.36, is in the bank statement as \$177.85, and appears under date of January 20th, 1921, so that is vouched. Then June 22nd, 1921, R. Stewart & Co., that is a premium on an insurance policy. Do you want any enquiry as to that—on page 14? 30

Mr. SLAGHT: I don't know what property that is on.

Q. Mr. SINCLAIR: What property was that on, do you know Mr. Hogg?

—A. It says here, premium on insurance policy for Lady Howland \$5.75, here in this book.

Q. Mr. SINCLAIR: It is \$15.75, here?—A. That is a clerical error. It is posted at page 114 or 115.

Mr. SINCLAIR: We will take the date and try and trace it up. I will try and get the cheque for that.

Q. Mr. MCKAGUE: Then on July 23rd, 1921, there is the Irvine mortgage?—A. You have got the mortgage. 40

Q. Mr. MCKAGUE: A mortgage for \$800.00, was dated July 20th, 1921, and was given to the Trust Company, which would apparently account for that?—A. Yes, and that was afterwards paid. I collected that and handed it in to the Trust Company, \$828.00 was paid in, and the Trust Company received that.

Mr. SLAGHT : That is the purchase of the J. F. Irvine Mortgage, was it paid by cheque? It has been sworn that some other moneys went into that mortgage.

Mr. SINCLAIR : No, Mr. Hogg swore that he didn't know which money went into that, whether it was the Brown mortgage or the Irvine mortgage, for they were both for the same amount \$800.00.

HIS HONOUR : Well, we know that the Trust Company got the mortgage.

Mr. SLAGHT : The mortgage book produced, shows it was to charge the estate with the proceeds of another and different mortgage in the year
10 1916, as having been invested in the Irvine mortgage.

HIS HONOUR : Then you propose to go into that later?

Mr. SLAGHT : Yes, your Honour.

Mr. SINCLAIR : Then the next is, paid Messrs. Ingersoll, Kingstone and Seymour \$2.50.

Mr. SLAGHT : We will let that pass.

Mr. SINCLAIR : Then the next is, *re* D. L. Campbell \$15.00. We will give you a bill for that, and show why it is payable. That is the 6th of December. The next is December 23rd, paid Lady Howland interest on O'Connor mortgage \$25.22.

20 Mr. SLAGHT : If Your Honour will permit me, so I may inform my learned friend what I propose to investigate about this \$800.00 mortgage. I would like to see a cheque for \$800.00, because if my view of it is correct, there was no \$800.00, loan made at that time. My information is that \$100.00 more was given to Mr. Irvine, he having had \$700.00 at that time on a loan, and it was increased by \$100.00, and a new mortgage taken, so the mortgage would agree with this supposed payment of \$800.00.

Mr. HOGG : What do you mean by, supposed? The cheque was handed to the Toronto General Trusts Corporation. I will get the cheque for \$800.00, I didn't suppose there was any question about the collection
30 of this mortgage.

Mr. MCKAGUE : But as I understand it, Mr. Slaght wants to allocate this——(interrupted).

Mr. HOGG : My records indicate that it was at that time \$700.00, and the \$700.00, mortgage was discharged, and a new mortgage taken for \$800.00, and that was paid off, and the Trust Company got it.

Mr. SLAGHT : I am informed that it was only \$700.00, at first, and that was paid off, and a new mortgage was taken for \$800.00, and all that Mr. Hogg parted with at that time was \$100.00, and he seeks to charge Lady Howland with \$800.00, and this was in 1916, and there was a cheque
40 probably given for this, and I think it should be produced.

Mr. HOGG : I think you are wrong about the \$700.00, but I will tell you in a moment what it was.

Mr. MCKAGUE : It is either a question of producing a cheque for \$100.00, or one for \$800.00.

Mr. SLAGHT : Yes, or whether there is any entry in the book.

Mr. HOGG : I will tell you now what it was, in 1915, Irvine and his wife borrowed \$500.00, on the 22nd of October, 1915, with interest at

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continued.

seven per cent. That was paid for some time and the mortgage was paid off, and embodied in a new mortgage to Mrs. Irvine for \$800.00.

Q. HIS HONOUR: What time was the new mortgage?—*A.* The new mortgage was on the 28th July, 1921.

Q. Mr. SINCLAIR: What was the date of the original investment of \$500.00, Mr. Hogg?—*A.* The 22nd October, 1915.

Mr. MCKAGUE: Then there should be a credit for \$500.00.

Mr. SLAGHT: That is only half of the story, the idea of putting in \$800.00, and not producing a cheque.

Mr. HOGG: We will produce it.

Mr. SINCLAIR: If there was a mortgage in 1915, you are not charged with it in this account, Mr. Hogg, you are only charged when you got the whole amount.

Q. HIS HONOUR: Let us try and find out what the facts are?—*A.* These are the facts, your Honour, that there was a mortgage for \$500.00, and it was increased to \$800.00, and the other mortgage was discharged, the \$500.00, mortgage.

Q. HIS HONOUR: And it has been pointed out that there has been no charge against the estate for \$500.00?—*A.* There was no charge for it, and for no other sum until now, when the Trust Company collected the money.

Mr. SLAGHT: They got the \$800.00, but that is not a correct statement. May I see the mortgage book. We either have to go to the bottom of this now, or come back to it, and I would like to know why on an \$800.00 item that is put forward as a payment in the cash book, of \$800.00, cash paid there should be a voucher for it. I submit your Honour there should be a voucher.

Mr. SLAGHT: Where is it put forward as a payment in cash?

Q. Mr. SLAGHT: In the cash book?—*A.* No, it isn't.

Q. Mr. SLAGHT: It is in the ledger?—*A.* It was charged as \$800.00, why not?

Q. Mr. SLAGHT: That is an inserted entry?—*A.* That is all right, there are lots of inserted entries in this book, in all these books.

Mr. SLAGHT: I think your Honour, I had better cross-examine on that.

HIS HONOUR: All right.

To Mr. SLAGHT: Cross-examined: *Q.* You have inserted on July 23rd, "To J. F. Irvine amount of his mortgage, \$800.00"?—*A.* Yes.

Q. And you got such an item from your book lately, Ledger, Exhibit 14, at page 116?—*A.* Yes.

Q. To J. F. Irvine, amount of his mortgage, \$800.00?—*A.* Yes.

Q. In whose hand writing is that entry?—*A.* That is mine.

Q. And the entry just preceding that entry, is dated July 23rd, 1921?—*A.* I didn't notice that.

Q. A ten dollar item?—*A.* Yes.

Q. And the item following it is dated October 26th, 1921?—*A.* Yes, \$2.50.

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Q. When was the \$800.00, item inserted in this book?—A. Oh, I think it was inserted recently.

Q. By whom?—A. by me. I found it was not entered in that book, and I entered it.

Q. You entered it in the cash book?—A. I entered it in this little book.

Q. Then you altered the total of the footings in this book?—A. Oh, I don't know, I didn't do that, the bookkeeper did that.

Q. What is his name?—A. Lamotte.

Q. Did he do it under your instructions?—A. What?

10 Q. Make the alterations?—A. What alterations?

Q. At the foot of the book?—A. I don't know whether he did it under my instructions or not, quite likely I pointed it out.

Q. Was there paid to J. F. Irvine \$800.00, on July 23rd?—A. No.

Q. Was there anything paid him?—A. \$300.00.

Q. Show me the voucher for that?

Mr. SINCLAIR: It is quite clear it was \$700.00.

To Mr. SLAGHT: Q. Let us see what you paid that day, when you go back and insert entries?—A. Quite likely it was \$100.00.

20 Q. Then if you gave him a cheque for \$100.00, why do you charge Lady Howland \$800.00?—A. I didn't pay him \$100.00. He was the elevator man in our building and he borrowed \$500.00 first, and then he came and got \$200.00 more, making \$700.00, and then he wanted \$100.00 more, and I made out a mortgage for \$800.00, and paid them off.

Q. When did he borrow \$500.00, let us go back to the origin of this?—A. I have already stated that, on 22nd of October 1915.

Q. Show us the entry in Lady Howland's book when you lent the elevator man \$500.00?—A. He got the \$500.00 first, as I have told you.

30 Q. And of course you entered it in your book?—A. I suppose so. I don't suppose I ever entered it, because I didn't keep the books. On the 23rd October 1915, Messrs. McCracken & Henderson in full of purchase money given to Irvine. That was the time he gave the mortgage for \$500.00.

Q. That \$500.00, was originally the Nolan account, wasn't it?—A. No.

Q. It is marked Noland, here?—A. Oh, I was making a mistake, that isn't Lady Howland's account at all, I find that I was dealing with the late Thomas Nolan, it was he that loaned the \$500.00, and the \$200.00, then in order to take this up Irvine borrowed \$800.00 from me, at least it was Lady Howland's money invested. That is the way it is. I am glad you pointed that out, for I hadn't noticed it, for they were so close together.

40 Q. I want to see the cash entry of this year 1921, showing how much cash went out, and you make an entry in a book there charging us with \$800.00?

Mr. SINCLAIR: The Trust Company got the mortgage from Irvine, and it was paid off.

Mr. MCKAGUE: Yes, that is admitted, we got that mortgage and it was paid.

*In the
Surrogate
Court.*

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continued.*

Mr. HOGG : On the 29th of July, after I got this mortgage from Irvine, I paid the Toronto General Trust Company on the Nolan mortgage \$713.14, which was the amount of the \$700.00, Irvine had borrowed from Nolan.

Q. Mr. MCKAGUE : The Nolan mortgage was paid off with \$500.00, Mr. Hogg?—A. \$500.00, and \$200.00, which made \$700.00, and he paid \$713.14, and took a mortgage for \$800.00, and then the \$800.00 was paid off.

Mr. SINCLAIR : Is that satisfactory now ?

Mr. SLAGHT : That clears it up as to that phase of it, but there is the other phase, that the Irvine mortgage was said to have been purchased with the other money. 10

Mr. SINCLAIR : It doesn't make any difference what money was paid for it, so long as you got it back.

Q. Mr. MCKAGUE : December 23rd, 1921, paid Lady Howland interest on O'Connor mortgage \$25.22?—A. Yes, interest on O'Connor mortgage \$25.22.

Q. Mr. MCKAGUE : That is entered that you paid it to her?—A. Yes.

Q. Mr. MCKAGUE : How was it paid?—A. I don't remember.

Q. Mr. MCKAGUE : Is there an entry of that \$25.22 in your current cash book?—A. I don't see any. 20

Mr. SINCLAIR : Is there any deposit in the Bank for that ?

Mr. MCKAGUE : No.

Q. Mr. SINCLAIR : Have you any letter of December 23rd, 1921?—A. No, I don't think it. I ceased writing to her after that to some extent, and I commenced to send the money to the Bank of Commerce.

Q. Mr. SINCLAIR : Whose writing is that in the book of the 23rd December?—A. That seems to be my handwriting.

Q. Mr. SLAGHT : The cheques are in existence for that year?—A. Oh, yes.

To Mr. SINCLAIR : Q. What about this item of Ingersoll, Kingstone & Co., on the 28th February 1922, is there an entry of that on the 28th February?—A. Ingersoll, Kingstone & Seymour, St. Catherines, account of Lady Howland \$13.00. 30

Q. Who entered that in the book?—A. That was entered by Lamotte.

Q. That was paid by the Kingstone firm?—A. Yes.

Q. Do you remember what that was for?—A. That was for services he rendered.

Mr. SINCLAIR : The next item, is there any question about that ?

Mr. MCKAGUE : The Trust Company received the Brown mortgage, and that is all right. 40

Mr. SINCLAIR : The only question about that is that is, as to what money went into it.

Mr. SLAGHT : Yes, we have got it here and we got the money, but there is a question as to what money went into it.

Mr. MCKAGUE : The next item we have got, \$215.00, and the next item November 29th, 1926, \$581, so that ends it.

Mr. HOGG : I think it was out of the money I received from Dumas on his mortgage.

Mr. SINCLAIR : There is no occasion for my giving any evidence on the right hand side of the account, because we admit receiving these moneys.

Mr. MCKAGUE : I understand now Mr. Sinclair, that you will deal with each item that has not been vouched.

Mr. SINCLAIR : There are two or three left. We will take page 1, everything is vouched on page 1.

10 Mr. MCKAGUE : Yes, everything on page 1 is vouched.

Mr. SINCLAIR : Now we will take page 2. They are all vouched on page 2, except an item of July 15th, 1892, of \$113.00, and \$275.00, making together \$388.00, and there is a voucher for a payment on that date of \$413.00, and I claim \$25.00, more of a credit there, that is all.

Mr. SLAGHT : That is as I have it, and I think the \$25.00 credit should be allowed too.

Mr. SINCLAIR : Then they are all vouched on that page, or rather all passed. Then on page 3 there is an item of \$123.00, on December 28th, 1894, and an item of \$61.88, and there are no vouchers for these.

20 Mr. MCKAGUE : Two items, one of \$123.00, and one of \$61.88 ?

Mr. SINCLAIR : Yes.

HIS HONOUR : Has Mrs. Campbell accepted page 3, as to payments made in the absence of these two vouchers ?

Mr. MCKAGUE : I think we will admit them. These items are dated in the account as being in 1894, and vouchers appear for these items in 1904, and they are not duplicated at all.

Mr. SLAGHT : That is all there is about these items. They are in the account on both sides, ten years apart.

HIS HONOUR : Now we will take page 4.

30 Mr. SINCLAIR : There are vouchers for all the items on page 4, except the items on August 2nd, 1902.

Mr. SLAGHT : Your Honour will understand I am speaking of the left hand side of the account.

Mr. SINCLAIR : August 2nd, 1902, Brophy \$450.00, Betts \$100.00, McDougald \$61.88, and O'Reilly interest \$35.00, and a further item of \$18.00, ought to go in there, but what the difficulty about that is, I don't know.

Mr. LANG : We have not got the bank account for that date.

40 Q. Mr. SINCLAIR : Have you any letter about that, Mr. Hogg ?—
A. There is a letter here of August 2nd, which says, " I sent a cheque to the Manager of the Canadian Bank of Commerce for \$664.88, to be deposited to your credit. This is made up as follows ; balance Brophy, \$450.00, on account of Betts, \$100.00, John McDougald \$61.88, and interest on O'Reilly \$35.00, and Betts \$18.00. The \$18.00 isn't in the account.

Mr. MCKAGUE : Did Mrs. Campbell get a copy of the bank account covering this year ?

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

*Plaintiffs'
Evidence.*

*No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.*

Mr. SLAGHT: No, didn't you? We didn't want to take the whole burden.

Mr. MCKAGUE: I thought you said you would.

Mr. SLAGHT: We didn't want to take the whole burden as I said, and before we leave this, I am instructed to ask where that \$664.88, is suggested to have gone?

Mr. SINCLAIR: To the Bank of Commerce.

Q. Mr. SLAGHT: To what branch of the Bank of Commerce was it sent?—A. To St. Catherines, I take it. I will look it up and see. It would be in the firm book, I sent a cheque to the Manager of The Canadian Bank of Commerce for \$664.88, and I suppose it would be in St. Catherines, "to be deposited to your credit," I say. This is a letter to Lady Howland, and of course I didn't keep her letters. I suppose she acknowledged it, but I didn't keep letters. 10

Mr. SINCLAIR: Then on page 5, the items were all passed, except the \$800.00, mortgage to the Capital Real Estate. I do not know what the objection was, because there was an \$800.00, mortgage, and the amount was received by the estate afterwards. Is there an objection to that \$800.00 on page 5, the mortgage to the Capital Real Estate Company?

Mr. HOGG: There is a letter about that.

Mr. SLAGHT: Let us see the letter you refer to? 20

Q. Mr. SINCLAIR: The 23rd of May 1905?—A. On June 4th, 1905, there is a letter in which I say, I have taken a mortgage for \$800.00, at 5½ per cent., for you, and I have arranged for a further loan of a thousand dollars at 6 per cent. And as an actual fact the mortgage was dated the 22nd of May, and it was paid off in July 1922.

Q. HIS HONOUR: Paid to whom?—A. Paid to me.

Mr. SINCLAIR: It was paid to Mr. Hogg, and turned over to the Toronto General Trusts Company in cash.

Mr. SLAGHT: Mr. Hogg charged himself in 1922, with receipt of the cash. 30

Mr. SINCLAIR: Is there any question about it?

Mr. SLAGHT: No.

HIS HONOUR: Then the page is accepted?

Mr. SINCLAIR: Yes.

HIS HONOUR: Then page 5 is vouched, and page 6 is vouched. Then we come to page 7.

Mr. SINCLAIR: All are vouched on that page, except the loan to Kelly.

Q. HIS HONOUR: What happened that loan?—A. The Kelly loan 40 turned out to be a bad one. That was the one loan of all that I made, that went wrong. That was turned over to the Trust Company as a \$900.00, mortgage.

Mr. SINCLAIR: That would appear to me to be all right. And the Vaillancourt mortgage was paid, and is credited in the account at \$450.00. It is credited on the other side of the account and was paid off.

Q. Mr. MCKAGUE: You don't say there is any specific credit of \$450.00, is there? And there is an item of September 2nd, 1921 of \$471.78?—A. Yes, that is the amount that was collected.

Mr. SINCLAIR: Cash in full of mortgage Vaillancourt \$471.78, that would be the mortgage in full, and the interest, on September 2nd, 1921.

HIS HONOUR: Q. Is the amount of the mortgage credited there?—A. Yes.

Mr. SINCLAIR: Then there is the amount of the Betts mortgage.

Mr. SINCLAIR: Q. The amount of the Betts mortgage is credited there, and there is a letter you have Mr. Hogg, transmitting \$1138.50?—A. Yes, that is all set out in the books.

Mr. MCKAGUE: Does that take care of any specific item on the other side?

Mr. SINCLAIR: Yes, the Betts mortgage \$1138.50, which was paid to Lady Howland on the day it was received, it is all entered in the books.

HIS HONOUR: Q. What was the end of that mortgage?—A. It was paid off, and the whole of that money was sent to Lady Howland, but I have no voucher from her for it.

Mr. SLAGHT: I don't think you need bother with the Betts mortgage, as it was liquidated.

Mr. SINCLAIR: It isn't the Betts mortgage I am bothering, it is the payment to Lady Howland.

Mr. SLAGHT: Q. I think this is where it purports to be the payment to Lady Howland. Let us see the cash book entry where it shows that?—A. I will get it.

Q. Mr. SINCLAIR: It is March 15th, 1910?—A. There is the entry. That was written by Mr. Bailey who was our book keeper at that time. Betts mortgage \$1138.50, and here is "Paid Lady Howland" and the number of the cheque is 12475, apparently. I haven't those cheques, they were destroyed.

Mr. MCKAGUE: It was received on April 4th, and was paid out to Lady Howland on the same day?—A. Yes, and there is the number of the cheque entered there.

Mr. SLAGHT: That looks all right, your Honour.

Mr. SINCLAIR: Now March 15th, the Vaillancourt loan.

Mr. MCKAGUE: That is a loan that was later paid, and I am satisfied about that one. The mortgage was subsequently paid off in 1922.

HIS HONOUR: Then June 30th, loan to Betcherman, I suppose that is satisfactory?

Mr. MCKAGUE: That was turned over to the Trust Company, we got that, so it is all right.

HIS HONOUR: Q. Then the Larocque loan?—A. We loaned him \$200.00, and we got back \$164, according to the entry.

Mr. MCKAGUE: We got the Shenkman mortgage, what about the Larocque loan?

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

—
No. 8.

W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

*Plaintiff's
Evidence.*

No. 8.

*W. D. Hogg.
Cross-ex-
amination—
continued.*

Mr. SINCLAIR: We got \$164.00, on the 3rd of June 1913, and there is a discharge of that mortgage registered, but we have no record of ever having got any more than \$164.75.

Mr. MCKAGUE: What evidence is there of payment to Lady Howland of \$200.00, and that is a loan to Larocque.

Q. What entry have you of that, the loan was made about the 8th of September 1910?—A. There it is \$191.00, and I took a \$200.00 mortgage, there were \$.55 costs.

Mr. SINCLAIR: Q. It is entered at page 63, of Exhibit 4, and it contains the entry of the loan of \$200.00?—A. Yes. 10

Mr. SINCLAIR: Q. What happened to the \$800.00 loan?—A. The property was bought by a man named Chase.

Mr. SINCLAIR: Q. Then there is an entry on page 8, of receiving \$164.75, does that discharge the mortgage?—A. No.

Mr. MCKAGUE: Q. There is an entry on page 8, under date June 3rd, 1918, received from F. A. Labelle, on account Larocque mortgage \$164.75. Does that discharge the mortgage?—A. No.

Mr. MCKAGUE: Are you satisfied with that?

Mr. SLAGHT: I don't understand it, paid on account of mortgage to Lady Howland \$164.75. 20

HIS HONOUR: Q. Mr. Labelle is a Notary in Hull, is he not?—A. Yes.

HIS HONOUR: Q. The Notary in Hull may have kept it, he may have kept the balance?—A. All the money I got was \$164.75.

Mr. SLAGHT: I don't think we should bother any more about that.

HIS HONOUR: Q. The mortgage was discharged?—A. Yes, Your Honour, it was discharged.

Mr. SINCLAIR: Then there is the mortgage to D. L. Campbell for \$800.00, Lady Howland gave a discharge of that mortgage to the purchaser of that property in 1921, she executed the discharge herself.

Mr. MCKAGUE: There is an entry on December 1st, 1921, \$856.00, 30 received from A. W. Greene, on page 14, of Lady Howland's account, and Lady Howland gave a discharge in full of the D. L. Campbell mortgage.

Mr. SINCLAIR: That is all right?

Mr. SLAGHT: I should think so.

Mr. SINCLAIR: Then there is paid, Lady Howland February 1911, \$448.85. There is a letter for this dated May 2nd, 1911, I understand.

Q. Mr. SINCLAIR: Have you got that letter Mr. Hogg?—A. Yes, here it is, "I am enclosing a statement showing the balance of principal money in my hands, and am enclosing a cheque for that amount \$448.85."

Mr. SLAGHT: I have it marked here, page 53, of the letter book, 40 "Letter May 2nd, no voucher."

Q. Mr. SINCLAIR: I will see where that statement is?—A. There it is, statement at page 428, of Exhibit 11. It is on February 11th, 1911.

Mr. SLAGHT: That looks all right, I should think. The indications are such that it seems to me to be all right.

HIS HONOUR: It will be passed, and it disposes of that page.

Mr. SINCLAIR : You have the letter and you have the statement, and it is within six years, is that satisfactory ?

Mr. SLAGHT : Yes, I think we can pass that all right.

Mr. SINCLAIR : I don't want you to come back on it.

Mr. SLAGHT : No, I don't intend to come back on it, I have nothing to argue against it.

HIS HONOUR : Then page 8.

Mr. SINCLAIR : The Coates mortgage was realized to pay for your client's cottage in Winchester, Mr. Slaght.

10 Q. Mr. SINCLAIR : Have you anything to say about that, Mr. Hogg ?—
A. The Coates money was paid over to Lady Howland, and acknowledged by her. Then the loan to Dumas was paid off, and \$800.00, of that was loaned to Brown.

Q. Mr. SINCLAIR : That was paid off in July 1921 ?—A. Yes, \$1207.00, that was received from W. C. Greig.

Q. Mr. SINCLAIR : Is that satisfactory ?

Mr. SLAGHT : Yes, it is satisfactory.

HIS HONOUR : And the costs ?

Mr. SINCLAIR : Yes, they are passed, Greig said they were satisfactory,
20 and Martin & McAmond is O.K.

HIS HONOUR : That disposes of page 8, now take page 9.

Mr. SINCLAIR : The only question which arises on page 8, is in connection with the payment of \$104.50, on July 7th, where there is a payment on Capital Real Estate of \$49.50, and my claim is that I am entitled to a further credit on that of \$27.50. Then on page 9, the only question left open on that page is whether I am entitled to a larger credit or not in respect of the payments to the Capital Real Estate, the letters showing that more is paid them than is shown in the account, than is entered in the account. That is all that is in question there.

30 HIS HONOUR : Then we will take page 10.

Mr. SINCLAIR : On page 10, the same question arises, and that is all.

Mr. MCKAGUE : On page 9, under date 17th December 1914, the item of \$85.00, there is no voucher for that. The Vaillancourt and Dumas items were admitted, but the Capital Real Estate item was not admitted.

Mr. SLAGHT : Exhibit 26, shows that more than that was sent.

Mr. SINCLAIR : Yes, that is what I say, that I am entitled to credit for more than \$22.00. A letter on page 81 of the letter book shows what was sent, that is right, isn't it ?

Mr. MCKAGUE (After reading the letter) : Yes, that is right, I just
40 wanted to get that point cleared up.

Mr. SINCLAIR : \$52.00 was sent, and \$28.00 was sent in connection with the Capital Real Estate Co., and there are \$30.00 more claimed there. The Martin & McAmond amount was \$48.00, and that was paid.

Mr. SLAGHT : That item is there sir, under date February 14th.

Mr. SINCLAIR : That date is wrong, it should be on June 8th, on December 17th. There was paid to Lady Howland three items, and in respect to the Capital Real Estate item I claim a further credit of \$30.00. The next item

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W. D. Hogg.
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continued.*

is the Coates loan, and the next item is \$48.00, Martin & McAmond, that was paid to her with the other three items which are a little higher up, under the date of December 17th, and are all covered by the letter on page 81. The increased claim is \$30.00, on these items, and then we go down to June 8th, where there is a statement of a payment of \$22.00, on Capital Real Estate, and I claim a further credit on that.

Mr. MCKAGUE : There is a voucher for \$127.00 there, and you claim a credit of \$160.00.

HIS HONOUR : The payment was short \$32.00.

Mr. SINCLAIR : Yes.

Q. Mr. SINCLAIR : Will you look at your letter of June 8th, 1914, and see what it says?—A. It says, "I am enclosing you \$127.00, \$15.00, Martin, \$33.00 McAmond, \$52.00 Capital Real Estate, and \$27.00 Kelly." This letter is dated June 8th, 1914.

Q. Mr. SINCLAIR : That is what you sent, according to the letter?—A. Yes.

Mr. SLAGHT : That is right.

To Mr. SINCLAIR : Q. Where do you get the entry for \$160.00?—A. There is June 8th, I sent \$127.00.

Q. Yes, but you have got \$160.00, charged that you sent. You have got it on the other side, you have got it all there, but you didn't send it?

A. Perhaps not.

Mr. MCKAGUE : You are giving yourself credit for \$33.00, more than you sent.

To Mr. SINCLAIR : Q. Then there will have to be a deduction of \$33.00?—A. Wait a minute before you do that, I want to look this up in the cash book. There is a remittance of \$112.00 Dumas, Capital Real Estate and Kelly, that is on June 8th, on page 4 of Exhibit 13.

Q. That doesn't agree with the letter?—A. No, in the cash book at page 175, there is Dumas \$36.00, Capital Real Estate \$22.00, and Kelly \$54.00.

Mr. SINCLAIR : Then there is a charge against us of the difference between \$112.00, and \$160.00, an amount of \$48.00, that seems to be clear. Then the other matter on the page is December 17th, where I think I am entitled to a credit of \$30.00, because the remittance is \$108.00. Will you get a letter of December 17th, 1914?

Mr. SLAGHT : As I have the note, it shows he got \$108.00, and he charged \$130.00.

Mr. HOGG : It shows here Dumas \$36.00, Clairoux \$20.00, and Capital Real Estate \$52.00, making \$108.00.

Mr. MCKAGUE : The voucher shows \$108.00, and you are credited \$130.00.

HIS HONOUR : You are short there \$22.00, apparently. Then we will take page 10.

Mr. SINCLAIR : There is a voucher here dated 21st January 1916, entered apparently then, where he sent \$150.00. That is the item of January 17th.

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Mr. MCKAGUE : What about the item of \$225.00 ?

Mr. SINCLAIR : There is a letter for that on page 93 of the letter book.

HIS HONOUR : I have a memorandum here, and that is O.K.

Mr. MCKAGUE : That is all right, I have a note of that too.

Mr. SINCLAIR : There is an item here in January, where we have charged \$122.00, and there is a voucher for \$150.00, so I claim an extra credit of \$28.00. That is all there is on that page.

Mr. MCKAGUE : There is no voucher for the last item on the page, in April, interest Martin & McAmond, \$48.00, in 1916.

10 Mr. SLAGHT : It was received in July 1915, and paid out in 1916.

Mr. MCKAGUE : There is another \$48.00, received in July, and then there is another one in May, in my copy. There is an entry November 23rd, 1915, see if you have anything there ?

HIS HONOUR : On April 22nd, 1916, there is an item of \$48.00, and this other item is the blank day of April, \$48.00, paid out.

Mr. MCKAGUE : That is all right.

Mr. SINCLAIR : Have you passed that item ?

Mr. SLAGHT : Yes, I think so.

Mr. MCKAGUE : Yes, it appears to have been paid.

20 Mr. SLAGHT : I don't want to consent to that passing.

18th March, 1927.

Mr. SINCLAIR : I think when we stopped yesterday we were at page 13, there was an item on page 13, of which there was not a complete explanation. This is the item in 1919, June 20th, Messrs. Beament & Armstrong, in full of Atcheson mortgage, Mrs. Loughrin \$2098.39, and while there was a \$2000.00 amount, the question was, why was she charged with \$98.39, where had Mr. Hogg paid \$98.39. If your Honour will look across to the right hand column under date June 20th, you will see cheque from N. D. Porter, balance for Mrs. Loughran's loan and costs \$27.14. We have discovered on looking up the cash book of that date, that the payment was 30 \$127.14. This is a typist's error in copying, so there should be \$100.00 on the right hand side which supplied the \$98.39, which was paid by N. D. Porter as agent for Mrs. Loughran to pay the Atcheson mortgage off, so we have to increase the amount on right hand side by \$100.00 I have also in my hand another voucher signed by Lady Howland, dated 28th December 1904, acknowledging a payment on the McDougald mortgage of \$61.88, which is not credited to Mr. Hogg, at page 5, of the account. The last credit in that year is on the 6th of December, \$90.00. That should go in as of date the 28th December, 1904. There is a payment also that Mr. 40 Hogg made to Lady Howland, of interest—that is not in there.

Mr. HOGG : It is only a small amount.

Mr. SINCLAIR : The payment was made on 22nd December 1907, by cheque, to Miss E. Howland, account of interest, entered by the book keeper. Is there any objection to that ?

Mr. MCKAGUE : Is there a voucher for it ?

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No. 8.

W. D. Hogg.
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Mr. SINCLAIR : The entry made by the bookkeeper is, cheque to Miss E. Howland \$22.00.

Mr. SLAGHT : If you want to put that in here, you better take Mr. Hogg's evidence and endeavour to explain it.

To Mr. SINCLAIR : *Q.* Have you any recollection of that, Mr. Hogg?—

A. My recollection is that Mrs. Campbell was at my place at the time, and that I gave her a cheque for \$22.00, that is all I can say about it, because it is 20 years ago, and I paid a number of small accounts for her in the city, some of which are amongst these receipts, and this amount of \$22.00, my recollection is that she asked for some money, and I gave her a cheque for \$22.00, and the book keeper evidently thought she was Elizabeth Howland, instead of Elizabeth Bethune, or Campbell, and that is all I can say about it. It is of no great importance, I just came across it, that is all. 10

Mr. SINCLAIR : I have several of them noted here in my notes, but that is the end of the evidence so far as the payments are concerned, subject to the right I ask, which is accorded to me to fyle the explanation. If we should finish to-day and when we resume to argue the case, I hope to be able to clear many matters up, and I would like to say this, I was not consulted by Mr. Hogg before this account was fyled, nor indeed was I acting for him until he had been under examination a day, but I would like to say that I think the accounts should be considered as fyled by Mr. Hogg, subject to all legal defences that he might have to it, or to his obligation to account farther back than a certain period. It should be without prejudice to any of his rights of defence in addition to these which he has by proving payments. 20

HIS HONOUR : Is there any further examination of Mr. Hogg?

Mr. SLAGHT : Yes, your Honour, with your permission I would like to conduct a further examination.

Mr. SINCLAIR : It may be your Honour that the path which my learned friend may travel in his examination now, possibly would not be limited to what you would call strict re-examination and it may necessitate some further examination on my part, and I wish to have it understood now, so that I may have an opportunity. 30

HIS HONOUR : Oh yes, you will have the chance to examine further, if it is necessary. What have you to say Mr. McKague.

Mr. MCKAGUE : From the information the Trust Company have, your Honour, there is no further examination of Mr. Hogg, otherwise than to establish the several items we have not vouched, that is all.

To Mr. SLAGHT : *Q.* Then, Mr. Hogg, dealing the last item produced, the \$22.00, item on December 22nd, 1907?—*A.* That has not been vouched, except by the entry in the book. 40

Q. Do you swear it was paid to anybody?—*A.* Yes, I say it was paid to Mrs. Campbell.

Q. You do?—*A.* I do.

Q. You either paid it to her or saw it paid to her?—*A.* I suppose I gave her a cheque.

Q. I am not interested in supposing, I want to know before this Court what you are able to swear to about it?—A. My recollection is that she came to me and asked me for some money when she was either visiting at my house, or otherwise, and I gave her a cheque for \$22.00.

Q. Do you swear that you gave her a cheque for \$22.00?—A. I believe I was under oath when I made the statement, so there is no necessity of reiterating it.

Q. Do you swear you gave the lady a cheque, or otherwise?—A. I refuse to answer it any further.

10 Q. You have made a certain statement, and I am entitled to test it, and see what your recollection is?—A. My recollection after 20 years, is that it was paid to her when she was visiting my house, she was at my house several times, and I paid accounts around the city for her, I wouldn't say how much, but on this occasion she came to me and asked for some money which I naturally gave her.

Q. Do you say that that happened?—A. I don't know how many times I have got to repeat that. Can I make it any stronger?

20 Q. HIS HONOUR: There is a difference between a recollection more or less faint, and an absolute recalling of an event. I understand the most you are prepared to say is, that that is your recollection?—A. It is my recollection, and the fact that it was entered in the book. I do not see how it could have been entered in the book, if it hadn't been done.

Q. Is the payment to Mrs. Campbell a payment outside of the Lady Howland Estate?—A. Probably, but I don't know, I just found it there.

Mr. SINCLAIR: Pardon me, but it is charged to Lady Howland, there is no specific matter, but it is charged to Lady Howland.

Mr. MCKAGUE: That is why I say it shouldn't be further dealt with.

30 To Mr. SLAGHT: Q. Now having come forward to the Court in order to show you had fulfilled your trust and get a discharge as trustee, will you tell the Court what sum of money as a capital account you started with?—A. I find upon examination of the Registry Office and the mortgages there registered, that the first amount I got from Lady Howland was on the 19th of March, 1885, \$1600.00, a mortgage to J. P. Brophy.

Q. How did you receive that from her?—A. It would be in some book, but I haven't got the book. I have already sworn in my affidavit that the books prior to 1910, were lost and destroyed in moving.

Q. Following that \$1600.00, what was the next one?—A. The next one was the same day, a small mortgage to the same person of \$200.00.

40 Q. You are looking at some memoranda?—A. It is a memorandum I took from the Registry Office.

Q. Have you got that in memorandum form, so you can give it to us?—A. Oh yes.

Q. Perhaps you could give me a copy of it?—A. I could.

Q. Have you got a copy of it now?—A. No, I haven't.

Q. We will then take from you, if you have not prepared it in statement form for the Court, your oath as to the amounts you received, and the dates, and we will get them before the Court in that way. You have given us

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No. 8.

W. D. Hogg
Cross-ex-
amination—
continued.

*In the
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Evidence.*

No. 8.

*W. D. Hogg.
Cross-ex-
amination—
continued.*

the \$1600.00, one and the \$200.00, what is the date of the \$200.00, one?—
A. The same date.

Q. What is the next?—A. The same day \$500.00. These were three mortgages to the same person, and just why they were divided up into three, I don't remember, it may be they were on different properties.

Q. You have told us that the first two went into a Brophy mortgage?—

A. Yes.

Q. Where did the next one go?—A. That was a Brophy mortgage.

Q. What was the next amount?—A. These mortgages were discharged in 1894.

Q. Did you get the money when they were discharged? 10

Mr. SINCLAIR: He doesn't know.

Mr. SLAGHT: I think that is most improper.

Mr. SINCLAIR: I don't think it is, he hasn't got the books, and how can he tell.

To Mr. SLAGHT: Q. Did you get the money when they were discharged?—A. I take that I did. On the 9th October 1894, I took a mortgage for \$2500.00. These three mortgages had been discharged and a mortgage for \$2500.00, taken on the 9th of October 1894, and evidently the amounts of these mortgages were embodied in the \$2500.00, mortgage. 20

Q. Do I understand you that having this information at this stage, you are not submitting it to the Court in the form of a statement in your application for a release?—A. I will get a copy of it, and let you have it again.

Q. What was the next amount you received from Lady Howland, of trust money? You speak of \$2500.00, I take it you are not suggesting that was a new amount received from her, but you are speaking of a reinvestment, is that right?—A. That is correct.

Q. A re-investment of what?—A. Of the three amounts that were then due and discharged.

Q. You see they don't amount to \$2500.00?—A. I know they don't. 30

Q. Give us the facts?—A. I don't know the facts, I haven't got the books as I have told you over and over again—I haven't got the books.

Q. You found that you had in hand \$2500.00, for Lady Campbell?—A. No, it isn't Lady Campbell, it is Lady Howland.

Q. Yes, for Lady Howland, you found you had it in hand in October 1894, because you invested it for her?—A. Yes.

Q. But you are not able to say where that \$2500.00, came from?—A. It came from Lady Howland, or Mrs. Bethune, as she was then.

Q. It came from her then in 1894?—A. Yes, there is a memorandum there with the property upon which \$2500.00, was loaned. 40

Q. HIS HONOUR: Let us understand what you mean when you say it came from Lady Howland?—A. It was money sent to me for the purpose of investment by Lady Howland, or Mrs. Bethune she was at that time.

Q. HIS HONOUR: Sent to you when?—A. I can only speak from what I have. It was evidently about the 18th March, 1885 that is the time the mortgage was made.

To Mr. SLAGHT: Q. That referred to the first three amounts?—A. Yes.

Q. Then give us the facts?—A. The fact is that I had \$2300.00, of Lady Howland's money in my hands.

Q. How much?—A. \$2300.00, and the same party, that is J. P. Brophy consolidated his mortgage and a mortgage for \$2500.00, was made out and signed by them. The property was afterwards sold to a man named Marler.

Q. I am just trying to get the amounts between you and your cestui que trust. You are suggesting that the \$2300.00, you had before, was put in this?—A. There was a consolidation of the mortgage.

10 Q. And you got \$200.00, more?—A. It is likely.

Q. Then you want to start with \$2500.00, in hand in October 1894?—A. No, not in hand, it was loaned out to J. P. Brophy.

Q. When was the next money received?—A. We have to go back now to 1885, on April 11th, 1885, a mortgage from Mr. and Mrs. Michael Kavanagh.

Q. A mortgage for how much?—A. A mortgage for \$4000.00, and that was discharged on the (Interrupted)

Q. Before we deal with that, you received \$4000.00 from your client in 1885?—A. Apparently.

20 Q. What did you want to tell us about the Kavanagh mortgage?—A. It was discharged in 1893.

Q. And you got the \$4000.00 and interest?—A. \$4000.00 and interest. When I say I got it I take it for granted that I couldn't be doing these things without having got the money. The next mortgage was the 3rd of March, 1885.

Q. The \$4000.00 and the \$2500.00 would make \$6500.00 up to that time?—A. Yes.

Q. Now what is the next?—A. In March 1885, there was a mortgage from C. A. Douglas and his wife for \$5000.00.

30 Q. These moneys, I suppose, came from insurance moneys?—A. I don't know where they came from.

Q. Where did she get them to give to you?—A. I don't know.

Q. That is \$5000.00, you apparently had from her and invested in 1885, in a Douglas mortgage?—A. Yes.

Q. That would give us \$11,500.00?—A. Yes.

Q. What next?—A. The Douglas mortgage was discharged on the 14th of June 1885. Then there was a mortgage from John Martin for \$1500.00.

Q. That was Lady Howland's was it?—A. All that was.

40 Q. That gives us \$13,000.00. Now perhaps it would be convenient to tell my friends when the Martin mortgage was discharged?—A. That was discharged on the 17th July 1888.

Q. What is the next money you got, that you can find?—A. Then on the 1st of December 1885, the same John Martin borrowed \$250.00.

Q. That would be \$13,250.00?—A. Yes.

Q. What is the next?—A. The mortgage was discharged on March 1888.

Q. What next?—A. Then on the 31st of May, 1886, a mortgage was taken from Henrietta Gisborne for \$5000.00.

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Surrogate
Court.*

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Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

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Surrogate
Court.*

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Evidence.*

*No. 8.
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Cross-ex-
amination—
continued.*

Q. That would increase the funds you had for investments from \$13,250.00 to \$18,250.00?—*A.* Oh no, that isn't the fact.

Q. What is the fact?—*A.* The fact is the reason this mortgage was put in, the Brophy mortgage was all put in together, the \$2500.00 was only loaned to Brophy in 1894, so we better leave that out of the early mortgages.

Q. I think that is a good suggestion. I can't understand yet why you didn't furnish to the Court a statement here, and not ask the Court and Counsel here to go to a lot of useless work?

Mr. SINCLAIR: The reason of that is, that some of the mortgage transactions had nothing whatever to do with Lady Howland, and it will have to be properly re-cast. 10

To Mr. SLAGHT: *Q.* Mr. Hogg has given us \$18,250.00?—*A.* The first three mortgages made in 1885 amounted to \$2300.00.

Mr. SLAGHT: Has Your Honour started with \$2300.00?

HIS HONOUR: Yes. We have \$18,250.

To Mr. SLAGHT: *Q.* The last mortgage you gave us was the Gidborne one, of \$5000.00?—*A.* Yes.

Q. And you got that in 1886?—*A.* Yes.

Q. And that increased the fund you had from her to \$18,250.00. Now what is the next you received from her?—*A.* Oh the 20th July 1888, there was a mortgage from John Martin and John Lyons, for \$1500.00. 20

Q. You got \$1500.00 in July 1888, and invested it in A Lyons mortgage?—*A.* That property was sold to the Honourable J. C. Patterson, and afterwards by him to John Coates, and the mortgage on it was discharged on the 30th November, 1899.

Q. Then the Lyons mortgage in which you invested \$1500.00 in 1888, was discharged when?—*A.* On the 25th January, 1895.

HIS HONOUR: We have the release of everything except the \$250.00 mortgage. 30

To Mr. SLAGHT: *Q.* When was that discharged?—*A.* That was discharged March 23rd, 1888.

Q. Now what was the next money?—*A.* The next investment was made in June 29th, 1894, \$1500.00 to Crawley.

Q. Why do you make the answer in that way, instead of answering the other way, are you distinguishing those?—*A.* Yes, I am, because we jump up from 1885 to 1894.

Q. Where did you get the \$1500.00, you put in the Crawley mortgage?—*A.* I can't tell you.

Q. Other than from your client?—*A.* It is more than likely that some of these mortgages were discharged in 1888, there is one discharged in 1891, and it is quite likely that part of that money went into the mortgages that followed. 40

Q. Which one was discharged in 1891?—*A.* No, I was wrong when I said 1891, it was discharged in 1899.

Q. I suggest to you that the \$1500.00 you invested in the Crawley mortgage, you received from your client, what do you say?—A. I don't know.

Q. What is the next amount you received from her?—A. I can't say what money I received from her, all I can say is, that I was dealing with these moneys for her, and that statement shows the money I received from her from time to time.

Q. What statement?—A. The statement of account. At one time she sent me \$190.00, and another time \$390.00 to make up the amount of the mortgage I was making for her.

Q. Now we are for the first time getting some details of \$20,000.00 that you did not heretofore disclose to us. Show us where you disclosed before the \$2300.00?

Mr. SINCLAIR: I gathered this information myself from the Registry Office, since the last meeting. I made a search in the alphabetical index, and extracted that information, and that is all Mr. Hogg knows about it.

Mr. SLAGHT: Mr. Hogg made the statement that these moneys appeared in "my account."

Mr. HOGG: No, I made no such statement, that they appeared in my accounts, I have told you that I had no way of getting at the exact figures because the books were missing. That is what I said.

To Mr. SLAGHT: Q. Now I would like the next amount you got from your client?—A. I don't think I can tell you.

Q. Now what is the next money you invested for her?—A. In 1894 there was Crawley \$1500.00.

Q. You have told us you didn't know whether you got that from her or not?—A. I really don't know.

Q. What was the next?—A. The next was a loan to Chesley Jones.

Q. You loaned to Chesley Jones \$400.00, for Mrs. Bethune in 1894?—
30 A. Yes.

Q. And it was discharged in 1896?—A. Yes, 24th March, 1896.

Q. I see these mortgages and investments you made, varied as to interest, some of them bore seven per cent. interest and some six per cent.?—
A. Yes, and some of the earlier ones were five and a half per cent.

Q. I didn't know that?—A. No, they all seem to be six per cent.

Q. The securities so far appear to have borne not less than six per cent.?—A. It appears like that, that is all I can say.

Q. What is the next after the \$1500.00?—A. \$3500.00, to Macdonell & Fudge.

Q. You loaned that on the 17th of October, 1894?—A. Yes, and that was discharged on the 17th of July, 1911.

Q. Was that \$3500.00 new money received from your client, or was it not?—A. I don't know.

Q. What was the next?—A. September 1907, William Hylan \$200.00.

Q. A loan to Hylan on a mortgage?—A. Yes.

Q. That mortgage being discharged in March 1908?—A. Yes, it was in March 1908.

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Surrogate
Court.*

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W. D. Hogg.
Cross-ex-
amination—
continued.

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Surrogate
Court.*

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Evidence.*

*No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.*

Q. And was that \$200.00, new money you received from your client, or was it not?—*A.* I don't know, but I don't think it was.

Q. What was the next amount?—*A.* R. W. Betts, \$700.00.

Q. Those are all mortgages, of course?—*A.* Yes.

Q. And it was discharged in 1910?—*A.* 27th of March, 1910.

Q. The same applies to that so far as you know, you don't know whether it was new money or a re-investment?—*A.* Yes, the same thing applies, I don't know.

Q. And the next is what?—*A.* It is a mortgage for \$1000.00, made to Caroline Armstrong. 10

Q. An investment in a mortgage to Caroline Armstrong?—*A.* Yes, of \$1000.00 at five per cent., and that was discharged.

Q. When was it discharged?—*A.* The mortgage was given on the 16th October, 1899, and it was discharged in October, 1902.

Q. Was that new money or a re-investment, or don't you know?—*A.* I don't know.

Q. What is the next?—*A.* The next is \$2250.00, that was loaned on a mortgage to John J. McDougald.

Q. On the 20th December, 1899, at five and a half per cent.?—*A.* Yes.

Q. And when was that discharged?—*A.* It was discharged in February, 1908. 20

Q. What date in February?—*A.* The 18th February, 1908.

Q. Do you know whether these were new funds, or was it a re-investment?—*A.* I don't know.

Q. The next is what?—*A.* The next is \$1400.00.

Q. Which you appear to have invested on the 8th of January 1900, to John O'Reilly?—*A.* Yes, that was invested at five per cent.

Q. And that was discharged when?—*A.* That was discharged on the 14th of February 1908.

Q. Although the discharge wasn't registered until July 1910?—*A.* That is right. 30

Q. Why was that?—*A.* I don't know, I can't tell you that now, I suppose there was some reason for it.

Q. Do you know about that, whether the funds were new funds, or was that a re-investment?—*A.* I don't know, that mortgage was paid off, I think it appears in that book of Mrs. Howland's.

Q. Then what is the next one?—*A.* The first September 1904, R. W. Betts.

Q. Who was R. W. Betts?—*A.* He is the same Betts who got the \$700.00, he got \$1100.00. 40

Q. He got \$1100.00 on 1st September 1904?—*A.* Yes. This is all now appearing in the statement of account fyled.

Q. You tell us, and I think you will be quite right in that, that to the extent of \$700.00, of the \$1100.00, Betts was renewing the mortgage, and the old one was discharged at the date the new one was given, so there is only \$400.00, comes into that?—*A.* Yes.

Q. And whether the \$400.00 was a re-investment or was new funds, can you say or not?—A. That I am not prepared to say. I think my little book will show that.

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Q. Now the next is what?—A. October 1904, a loan of \$1700.00.

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Q. Which you appear to have loaned to the Capital Trust Company?
—A. Yes.

Q. Was that a mortgage they gave to your client?—A. Yes.

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Q. For \$1700.00?—A. Yes, \$1700.00.

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Q. And discharged when?—A. That property was sold apparently
10 to William D. Campbell.

Cross-ex-
amination—
continued.

Q. He would continue the mortgage?—A. Yes, and it was discharged
on the 9th December, 1909.

Q. That \$1700.00 which you loaned to the Capital Real Estate Co.,
do you know whether that was new funds or do you not know?—A. I have
a sort of indistinct recollection that I got from her—(Interrupted).

Q. Can't you help us better than that, an indistinct recollection, your
mortgage book should tell us whether you got it from her?—A. No, I
think I might tell better by a letter I wrote to her.

Q. If you are able from your memory to say that it was money that
20 was received from her that will satisfy my friend's purpose, but if you are
in doubt?—A. The letter I had in mind doesn't help any.

Q. The letter doesn't help any, it only deals with the time the \$1700.00
was paid off and re-invested?—A. I am not prepared to say where that
money came from. The letter I was looking at deals with the time it was
paid off, and I am not prepared to say where it came from.

Q. Then what is the next? Did you give to the Court the date of
the discharge of that \$1700.00? Was it the 17th November, 1909?—A.
Yes.

Q. What is the next?—A. The next was the 23rd May 1905, mortgage
30 from Capital Real Estate for \$800.00, at five and a half per cent., discharged
on July 8th 1922.

Q. Now we will pause there for a moment if you please. You can
perhaps tell us about that \$800.00, whether that was money you had
previously invested in mortgages for your client or whether it came from
some source other than a previous mortgage?—A. No, that was part of the
proceeds of the sale of some Dominion Coal Stock. I had a number of
shares, I forget the number that I sold, and I received \$2000.00. That
has all been gone over already, \$200.00, I sent to Lady Howland out of that
money, according to the letters I have.

Q. Yes, we have been over that, and his Honour may mark that
40 \$800.00 as not coming out of previous mortgage investments, but as coming
to you from some coal stock of your client's, is that correct?—A. That is
correct, that is what I have already stated.

Q. I want to make it clear that the \$800.00, is new money so far as
mortgage investments are concerned. What is the next?—A. The next
was a mortgage from Elizabeth Higman, for \$3000.00, dated 17th November
1908.

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amination—
continued.*

Q. And that was discharged when?—*A.* That was discharged in February 1912.

Q. Was that \$3000.00, new money from your client, or a re-investment, or do you know?—*A.* I am looking for that, that was Morrison & Fudge.

Q. What do you mean by that, where did you get the money you put in to the Higman mortgage?—*A.* Oh, I don't know I can't tell, I haven't got the books that were used back at that time.

Q. You have looked up some entries at page 26, of Exhibit 6, what did you call that book before?—*A.* I think it was called a small mortgage book.

Q. Have you anything to help the Court, other than you told us the last time with reference to when this small mortgage book Exhibit 6, was prepared or brought into existence?—*A.* I have nothing more than what is here.

Q. What do you say is the fact as to when this small book was brought into existence?—*A.* This small book so far as Lady Howland is concerned, was brought into existence in 1910, that is as far as she is concerned—no I am wrong—it was in 1909.

Q. So far as the entries relating to her affairs are concerned?—*A.* Yes.

Q. In whose hand writing is the book written up?—*A.* It is mostly in my own hand writing.

Q. So far as Lady Howland's affairs are concerned, is it entirely in your hand writing?—*A.* Oh yes, it is a small book I kept just for convenience.

Q. Prior to keeping this small book in that year, what book did you use before that, for the same purpose?—*A.* I don't remember having any other book.

Q. Will you say you didn't have?—*A.* I say I don't remember. I started this book for the mortgages of a lady client in 1902.

Q. So I see. I see that you are in a careful way keeping a mortgage book for other lady clients in 1902?—*A.* I was.

Q. And you had at least \$20,000.00, of Lady Howland's in your hands, where did you keep track of that?—*A.* Oh I suppose I kept it in some book—I don't suppose—I must have kept it in some other book.

Q. Have you any doubt about it?—*A.* I don't think I have any doubt.

Q. Then where is that book?—*A.* I don't know, it is lost along with the other books that were lost when we moved.

Q. You have track here of Mrs. Taggart's mortgages, and other mortgages, when did you first discover that Lady Howland's mortgages were missing back of 1909?—*A.* When I began to make up the accounts, I searched and hunted in all directions, and I found then that when we moved these things had apparently—not apparently—but as a matter of fact, they were thrown into a heap of all sorts of stuff that had accumulated in thirty years, and further than that, it was done without my knowledge, to a certain extent. My son and others with me who were making preparations to move were trying to reduce the amount of material that we

had to take over and evidently through mistake a great many of the old books were lost and destroyed then.

Q. What year did you enter Lady Howland's affairs, in this book Exhibit 6?—A. The first one I entered was Morrison & Fudge mortgage, and that would be in November 1909.

Q. Now did you make the entries of the Morrison & Fudge mortgage at page 123, in the year they appear there, 1910 and 1911?—A. Yes.

Q. That is, the page was not all written up at one time?—A. What do you mean?

10 Q. Just what I say?—A. I don't like the nature of that question.

Q. I am obliged to ask it under my instructions?—A. It is absolutely absurd to ask me if they were all entered at one time; they were entered from time to time. As money came in of course it was entered. The insinuation is that I wrote up this book, wrote up the whole book at one time, which is absurd.

HIS HONOUR: Counsel are sometimes constrained to ask questions, and we have to govern ourselves accordingly.

Mr. HOGG: I know your Honour.

To Mr. SLAGHT: Q. You say that was not done in that way, and the 20 entries were put in the book from time to time as the book would indicate?—A. Yes, certainly, that is so.

Q. Would you mind telling me this, page 123 is the first of Lady Howland's account?—A. Yes, that appears to be the case.

Q. And would that be the first one of hers you entered up—you would use the first page you came to, to enter it?—A. Yes, that is it.

Q. When do the entries begin on page 123?—A. The first entry of receipt of money for interest, was on May 1st, 1910.

Q. Do you suggest that you made any entries there prior to that?—A. Oh yes, here is the heading, what it was all about, there is the head note.

30 Q. When did you make the head note of what it was all about?—A. At the time.

Q. At what time?—A. At the time it was entered there.

Q. When was that?—A. In November 1909, mortgage \$3000.00.

Q. Are we agreed now that that would be the earliest date you made any entry on that page regarding that matter?—A. Yes.

Q. In November 1909?—A. Yes.

Q. Will you turn over two pages of the book, and explain to the Court when you made the entries on the subsequent page 125?—A. The subsequent page appears to be a mortgage of O'Reilly.

40 Q. Never mind particularly what it is. The first entry was made in 1908. So we find you entering on page 125, you tell the Court in the year 1908, a year prior to the entries made on page 123?—A. Yes, that is what appears in the book.

Q. Will you tell us how that happened?—A. No, excepting that the page was there vacant, and it was used.

Q. It was just popped on to that page?—A. Just put on that page.

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continued.

Q. What is the next, Mr. Hogg? There are pages 123, 124, 125, 126 and 127, and so on, and all appear to be Lady Howland's matters, consecutively along?—A. I wouldn't say consecutively.

Q. They are named consecutively, and they are all hers?—A. They are all hers.

Q. Will you tell me why, if you are accurate that the entry was made at the time the Higman mortgage was made in 1908?—A. Yes, that is correct.

Q. Was that entered right away at that time?—A. I suppose so.

Q. Look at page 126, it indicates that the page was all entered at one time, and was completed after the entries were made?—A. It doesn't indicate anything of the kind to me, not the slightest. 10

Q. Where is the old mortgage book of Lady Howland's matters, back of this?—A. I haven't got it.

Q. Did you keep one that showed the state of the account of her trust funds that were in your hands?—A. I don't remember.

Q. You are swearing that you don't remember?—A. It is quite possible that I did, but I don't remember.

Q. Is it possible that you didn't?—A. I don't think it is possible that I did not. 20

Q. You wouldn't think that was possible?—A. Oh no, no,

Q. You have a careful record here as far back as 1902, on page 22 of this book?—A. Yes, and that was all made at the time, and as you say, completed at the same time. There is the same thing. They are all done in the same way in ink from time to time.

Q. In a book there is a careful record of 1902, for earlier pages?—A. Yes. Now these entries were made by Mr. Magee, who was a partner of mine at the time, at least some of them were. He is now Master here. There is a whole page of the Capital Trust Co.

Q. Now we will leave the little book, and take up the next sum of money invested. The Higman mortgage was discharged in February, 1912?—A. Yes, the 8th of March, 1912. 30

Q. Then the next trust funds that appear in this list which were loaned, was the Betcherman mortgage, in December 1909, is that correct?—A. Yes.

Q. Twelve hundred dollars which you loaned at six per cent?—A. Yes, \$1200.00.

Q. Was that new money from your client, or a re-investment, or do you know?—A. No, it was not, it was a re-investment.

Q. Having found one that was a re-investment?—A. I have found one or two before that were re-investments. 40

Q. Now tell us about this one, what this was a re-investment of?—A. On page 127, I see it.

Q. Will you direct your attention to it, and tell us what it was a re-investment from?—A. I think there was a letter about that.

Q. Here is the letter, dated March 12th, 1910. That would appear to be the position of the Betcherman \$1200.00, mortgage you just last told

us of, it was an investment from money received from the \$1710.00, Capital Real Estate Company mortgage and \$390.00 more than this received from Lady Howland?—*A.* Yes.

Q. So we can add to our list of capital there your Honour, if you please \$390.00, which was at that time received direct from the client, which has not been referred to in the evidence.

Mr. SINCLAIR: It has been stated in the evidence two or three times, that he received \$390.00, and that is entered in the account as of April 10th, 1910.

10 *To Mr. SLAGHT: Q.* That would be an accretion of capital in your hands at that date?—*A.* Yes, and it has all been accounted for.

HIS HONOUR: Who produces Exhibit 28?

Mr. SLAGHT: We do, we laid it before Mr. Hogg and examined him upon it, on the last occasion.

Mr. HOGG: Oh, yes, I have got it in the book here.

To Mr. SLAGHT: Q. May we take that as a correct statement of fact as set forth in your letter, that the source of the funds you invested in the Betcherman mortgage \$1200.00, is as there set out, that it was part of a sum of \$2000.00, odd which sum came out of the \$1700.00, mortgage, and
20 that \$390.00, Lady Howland sent you?—*A.* That is what the letter says.

Q. May I take it that it is the fact?—*A.* Certainly it is the fact.

Q. Then will you turn up your mortgage book, under the John O'Reilly mortgage, page 25, and the John O'Reilly mortgage was for \$1400.00, was it not?—*A.* Yes.

Q. And it was paid off on July 21st, 1910?—*A.* July 25th 1910, yes.

Q. And if you suggest to the Court that those entries were made at the time, will you read the entry of what you did with the John O'Reilly funds?—*A.* Oh it was applied with other funds to the Betcherman and Shenkman mortgages.

30 *Q.* Who is Betcherman?—*A.* The same Betcherman.

Q. If you say you entered it at the time?—*A.* Oh, I didn't enter that at the time.

Q. When was it entered?—*A.* What I entered was when it was paid off.

Q. Exhibit 6, page 125, when did you make that last entry?—*A.* Oh, recently.

Q. How recently?—*A.* Probably within six months.

Q. Why did you make it?—*A.* Well, I was trying to make up a statement of this very matter we are now discussing, I made a number of entries there believing them to be correct, and I find now, they are not correct.

40 *Q.* Now this is the first time you have intimated that these entries were not made on the dates they appear to be under, does that explanation as to this page apply to other entries?—*A.* Certain entries made by me.

Q. You made them all, all the entries of Lady Howland's affairs were made by you. Now do you wish to alter the statement you made previously?—*A.* Some of them were made on their date, for instance Shenkman's was made on August 6th, 1912, and Betcherman's, the memorandum

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No. 8.
W. D. Hogg.
Cross-ex-
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No. 8.
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continued.

at the bottom is "mortgage handed to Toronto General Trusts Co." was made by me two years ago, I should say.

Q. Turn back to page 125 and explain why you made that entry on page 125, when it isn't true?—A. Without looking into the matter as carefully as I have done since, I was under the impression that part of the amount was used for Betcherman and part for Shenkman, and now I discover, after I see Lady Howland's book, that the \$1400.00 was paid to her, paid off in 1921. If I had had that book I would not have put that entry there.

Q. Paid to her in 1921?—A. No, no, it was 1910.

10

Q. You must be careful what you say. Have you the date there?—A. It is July 21st, I have it down here.

Mr. SINCLAIR: What date was the \$1400.00?

Mr. MCKAGUE: There is no entry of a payment of \$1400.00 to Lady Howland. There was a final settlement in February 1911, when Lady Howland got \$400.00, odd dollars.

Mr. SLAGHT: For my purpose I do not need to go further than that. I want to get that in, in view of certain arguments I have to make in regard to these books.

HIS HONOUR: He charges himself with \$1400.00 on April 25th. Is there any evidence of the payment of that money? 20

Mr. SINCLAIR: It is included in a statement which was rendered in 1911, and refers to a balance of \$400.00 he paid her on that date.

To Mr. SLAGHT: Q. Then again going to this little book, you say that is an inaccurate statement you made here, and that you made these entries about six months ago?—A. About six months, but I might say it may have been made when the mortgages were handed, but at all events that is a recent entry.

Q. What is the next item of trust funds on your list?—A. The Betcherman mortgage was discharged. 30

Q. It is still current?—A. No, it isn't.

Q. It was turned over to the Trust Company?—A. Yes.

Q. The only way we can get the proper balance is to get those that are turned over, and those that were not turned over. What is the next one?—A. The Kelly mortgage.

Q. Sam J. Kelly?—A. S. J. Kelly, and that was handed over.

Q. Can you tell us whether the amount of the Kelly mortgage in 1910 was received from Lady Howland to invest, or whether it was a re-investment?—A. No, it was part of the \$1700.00 and the \$390.00.

Q. I think you are right there. Yes, that is right, we have the source of the money for the Betcherman and the Kelly mortgage as covered by that Exhibit?—A. Yes. 40

Q. And the next one is Shenkman mortgage \$2500.00, on April 7th, 1910, a six per cent. mortgage discharged apparently in 1911, December 1911, is that correct?—A. Yes, that is correct.

Q. Was the \$2500.00 in the Shenkman matter, new money from your client, or a re-investment?—A. I think the original \$2500.00 you will find in a letter.

Q. While we are on the Shenkman matter, will you turn up the Shenkman mortgage in your record, in your mortgage book Exhibit 6, if you have one, and see if the Shenkman mortgage is there?—A. I don't think so. The mortgage is dated 27th April, 1910, mortgage discharged and the amount loaned to Shenkman, it was loaned to the same man on another property later on. We will come across that here.

10 Q. Don't let us go to the later one, establish what we can about the first one, your book shows a loan of \$2500.00 to Wolf Shenkman, dated 27th April, 1910, for five years, and so on?—A. Yes.

Q. And this first entry is October 27th, 1910, half year's interest?—A. Yes.

Q. And you say that was when that was made, I suppose?—A. Oh certainly.

Q. And then would you turn up your cash book or ledger record, and tell us if you can where you got the money you loaned to Wolf Shenkman in 1910, you got it from Lady Howland direct?—A. Yes, I received your
20 letter of March 29th, enclosing cheque for \$1900.00, this and \$1100.00 of Betts mortgage, makes \$3000.00.

Q. That is March 31st, 1910?—A. Yes, that is right.

Q. What is the next investment?—A. Campbell mortgage for \$800.00.

Q. D. L. Campbell, mortgage \$800.00, December 1910?—A. Yes, that is right.

Q. And discharged when?—A. 6th December, 1921, that is there.

Q. The next is what?—A. Joseph Clairoux, \$2000.00.

Q. The 29th April, 1911?—A. Yes.

Q. And discharged in March 1919?—A. Clairoux came out, I seem
30 to have a little memorandum of that. The Clairoux money was money that had been loaned to Morrison & Fudge, and re-paid, that was a \$2000.00, mortgage. That was paid off and the money re-invested, Clairoux \$2000.00, and J. P. Bann \$1000.00, see pages 124 and 125.

Q. When was this note made that you are reading, in 1923?—A. That was made in May 1911, I think it was, according to the entry there—it was made about that time.

Q. That is clearly inaccurate, isn't it?—A. No, it isn't.

Q. How could you make a note in 1911, that you had re-invested money
40 in 1912?—A. That was put in there, it was put in there after I got the money in 1911, to show where it went.

Q. HIS HONOUR: And that Clairoux mortgage was dated in 1912?—A. No, your Honour, the Clairoux mortgage was dated in 1911, the 29th of April 1911.

To Mr. SLAGHT: Q. Yes, that is right?—A. He paid the interest in May 1912, but the mortgage was made in 1911.

Q. That might well be, Mr. Hogg, so I must withdraw that, you might have made that entry at that time?—A. I might—I am certain I did.

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No. 8.
W. D. Hogg.
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*No. 8.
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amination—
continued.*

Q. Was it a correct statement of fact then?—*A.* Yes, it was a correct statement of fact, and there it appears at page 134.

Q. Here is an entry made in your own hand writing on page 125, where you state that the John O'Reilly money was invested in the Clairoux mortgage?—*A.* Evidently it is not a correct statement, because I find in this little book, that that money was evidently paid over to Lady Howland.

Q. Is it true that in that little book you have stated different sources of the Clairoux money, one of which was inaccurately stated?—*A.* Yes, it states there that \$2000.00 was applied to Clairoux, and \$1000.00 would apply to Bann.

Q. What date was the Clairoux transaction?—*A.* The mortgage was dated the 28th February, 1911.

Q. Let us see it in your money books?—*A.* Money books?

Q. Yes, the cash book. Will you tell the Court just when in the year 1911 you received trust moneys of Lady Howland's, paid to you by a debtor mortgagor of hers, did you have an account in your books in which you entered it?—*A.* Well, I don't know, you have seen the books and you know what they are, and these are the entries. I didn't make them, not one of them.

Q. Did you purport to keep her affairs as you would keep your other clients' affairs through the books where moneys would be received?—*A.* Certainly I purported to do that, you may depend on it, but whether it was done properly or not, that is a different thing. I had bookkeepers who looked after these things. Now I will explain this Morrison & Fudge matter.

HIS HONOUR: What is the object of this enquiry as to the Clairoux mortgage?

Mr. SLAGHT: We are talking about the Clairoux mortgage, the date of it and the amount, and it does not seem to be entered in the account.

To Mr. SLAGHT: Q. Can you show us any entry in your book of that money passing through your hands, either in the cash book or the ledger. I suggest to you, and I am instructed by our Accountant that he is unable to find any entry. Why was it not entered?—*A.* I can't tell you.

HIS HONOUR: What about the currency of that mortgage?

Mr. SLAGHT: The Clairoux mortgage is discharged and the money is handed over.

HIS HONOUR: Who received the money?

Mr. SLAGHT: Mr. Hogg received it, and he has accounted for it in the statement.

Q. *HIS HONOUR:* I take it that the \$2000.00 was re-invested, in what, in the Clairoux case?—*A.* It was loaned to Mrs. Laughlin.

Q. And do you say it has been accounted for?—*A.* Yes, and actually paid off to the Trust Corporation on June 20th 1919.

To Mr. SLAGHT: Q. Then the Lemoine mortgage, is it R. Lemoine mortgage for \$2500.00, the 13th. October, 1911?—*A.* I have no entry of that in any book, even in my little book. I know Lady Howland mentioned it in some memorandum she has there.

Q. That was discharged in 1912?—A. Yes.

Q. Where did you get the money you invested in the Lemoine mortgage, did you get it from her, or was it a re-investment?—A. That was a re-investment as far as I know and remember.

Q. When it was paid off in 1912, what did you do with the money?—A. That was loaned to Shenkman.

Q. Here is your mortgage book kept at the time, show me in this book where you recorded the Lemoine mortgage that year?—A. That wasn't recorded.

10 Q. Why?—A. I don't know. I don't remember anything about the Lemoine mortgage—I didn't remember anything about it until I saw it in that little book there. There was something said about Lemoine, but I have no trace of the Lemoine mortgage, Shenkman and Lemoine were together.

Q. What did you do with the \$2500.00, that you got from the Lemoine mortgage?—A. That isn't so very old, it was in 1911?

Mr. SINCLAIR: There it is there, mortgage transferred to Raoul Lemoine. The mortgage was paid off by the Credit Foncier, and two days later it was loaned to Shenkman.

20 Mr. SLAGHT: Yes, that is right.

HIS HONOUR: Then that disposes of the Lemoine mortgage?

Mr. SLAGHT: Yes, the Lemoine mortgage was discharged on the 2nd of August, 1912, and a new mortgage from Shenkman was taken on the 12th of August, 1912, just a few days later. This property was afterwards sold under Power of Sale, and the mortgage was discharged.

Mr. SINCLAIR: Yes, that is right.

Q. Mr. SINCLAIR: And that was turned over to the Toronto General Trust Co.?—A. Yes, and paid.

30 To Mr. SLAGHT: Q. What I want to establish is this, when the Lemoine mortgage of 1911 was discharged in 1912, that that \$2500.00 is the same fund in your hands as the Shenkman \$2500.00, because you account for the \$2500.00 later on?—A. Yes.

Mr. MCKAGUE: The Wolf Shenkman mortgage we have been talking about appears to be a mortgage from James H. Copping, and not a Lady Howland mortgage.

To Mr. SLAGHT: Q. What does that mean, James H. Copping?—A. That would mean the person to whom the mortgage was taken.

Q. Is that a Lady Howland mortgage, or is it a Copping mortgage?—

40 A. The mortgage was taken first from some other person, I forget the name of the person, and then Shenkman bought the property subject to that mortgage of \$2500.00, and then he allowed it to be sold under the Power of Sale in the mortgage, and he gave a new mortgage for \$2500.00, which is the one accounted for.

Q. Well, for my purpose, and this is quite helpful to your position if the Shenkman \$2500.00 mortgage and the Lemoine are the same fund, and the same mortgage, then you have accounted for the Shenkman mortgage?—A. Yes.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 8.
W. D. Hogg.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

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No. 8.
W. D. Hogg.
Cross-ex-
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Q. Is that your understanding, that the Lemoine and the Shenkman mortgage are the same?—*A.* Yes.

Q. HIS HONOUR: Is the Lemoine mortgage mentioned in the statement?—*A.* No, the Lemoine mortgage was paid off and re-invested in the Shenkman mortgage.

To Mr. SLAGHT: *Q.* Where did you get the money from that you first loaned to Lemoine for Lady Howland, will you tell us that?—*A.* No, but there is a letter.

Q. Is the Lemoine mortgage entered in that book?—*A.* No, not under the name of Lemoine. 10

Q. Under any name, is there any other book record of the Lemoine transaction which you haven't produced here?—*A.* No.

Q. Why does that not appear in the book?—*A.* I don't know.

Q. It was one of her securities, wasn't it?—*A.* Yes, but it was accounted for. As I have said already, my recollection is that Lemoine borrowed the money, Shenkman bought the property and became the owner of the property, and then afterwards had the property sold under the Power of Sale in the mortgage for some reason, and then the mortgage for \$2500.00 was continued against him.

Mr. SLAGHT: I can shorten my investigation on this. Are you going 20 to say to the Court that you will file a copy of this memorandum?

Mr. SINCLAIR: Oh yes, we will file a copy of the memorandum we have been going over.

Mr. SLAGHT: I wonder if you would let me have a copy of the statement too?

Mr. SINCLAIR: Yes.

To Mr. SLAGHT: *Q.* Have you anything more to say about the Clairoux mortgage?—*A.* Chase bought the Clairoux mortgage, and it has been accounted for.

Q. I see in your book you have entered that at \$2000.00, crediting 30 it to your client, and \$27.00, to your firm, so the original entry indicated that your firm had received \$2027.00?—*A.* Yes, it showed that, but it was wrong.

Q. Then it was scored out and the client was credited with \$1973.00?—*A.* No, the client was credited with \$2000.00, and it is \$2000.00 in the account.

Q. Now then, Mr. Hogg, you turned over ultimately to the Trust Company \$8200.00 of mortgages, so far as the principal face value appears?—*A.* Yes, they have all been collected.

Q. I am not concerned with that. And have you any other records 40 to indicate any other payments to Lady Howland of money handled for her during this interval, other than those shown to the Court?—*A.* Yes, I think so.

Q. Where are they?—*A.* I made a memorandum, and I haven't got it here, but I mentioned it in my affidavit.

Q. You say there is a memorandum in existence, an original memorandum was that?—*A.* No, one I made up from the books.

Q. I am not interested in that, we have it from you, all the book records which came down from that time, and which were in existence at the time?—A. I think a number of these which were mentioned in these statements are in the books, but I will have to look that up, I have a memorandum made.

Q. I see on page 138 of your book that in 1913 there was a Leslie Brunette mortgage to Lady Howland for \$1000.00?—A. Where is that?

Q. That is in your book at 138?—A. Yes.

Q. Did you make those entries that day on page 138?—A. Yes.

10 Q. So there was a mortgage from Leslie C. Brunette, dated 8th October, 1912?—A. That is the date of it.

Q. Interest at 7 per cent.?—A. Yes.

Q. And I see on the 8th of April, 1913, or, at least, in April, 1913, you received from Lady Howland, cash \$35.00, that would be interest on the Brunette mortgage?—A. Yes.

Q. That is what that book shows?—A. That is what the book shows.

Q. Is that a correct entry?—A. It is struck out. It evidently never went through anything.

Q. This is in your handwriting, by cash \$35.00?—A. Yes.

20 Q. Did you get the money?—A. I suppose so.

Q. Where is it?—A. That was paid.

Q. I may tell you that as far as I can discover, and under my instructions, you have not accounted for that in your statement?—A. Wait just a moment. There it is, received from Mrs. Brunette, interest on mortgage from Mr. Nolan.

Q. Here is a mortgage book which you say is made up?—A. Just wait a moment, we will probably find this mortgage from Mrs. Brunette. There it is, Mrs. Brunette mortgage, \$2500.00, dated 30th April, 1910, payable in five years.

30 Q. Go over to the Lady Howland one you have entered at page 138?—A. That evidently was put in there by mistake and struck out, you see.

Q. It is dated in October, 1912?—A. Yes. It is on part of Lot 13, south side of Besserer Street.

Q. And this is part of Lot 13, south side of Besserer Street?—A. Yes, that was a Nolan mortgage, and that was put in by mistake.

Q. It is entered Lady Howland?—A. That was a mistake.

Q. A man doesn't make a mistake and enter by cash \$35.00. I will ask you to tell the Court if you will, that you made that at the time?—A. Yes, I did, and there it is, interest \$35.00, mortgage to Nolan.

40 Q. Would you make that entry there as cash received for Lady Howland?—A. Yes, I evidently made a mistake in entering it, that is all it amounts to. I entered it there by mistake, and struck it out just as soon as it was made, what more can you make of that?

Re-examination.

To Mr. SINCLAIR: Q. Mr. Hogg, Mrs. Bethune was your sister-in-law?—A. Yes, sir.

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Surrogate
Court.*

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Evidence.

No. 8.
W. D. Hogg,
Cross-ex-
amination—
continued.

Re-ex-
amination.

*In the
Surrogate
Court.*

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*No. 8.
W. D. Hogg.
Re-ex-
amination—
continued.*

Q. Your wife's sister?—*A.* Yes, she was.

Q. And you have told us that after her husband's death you began to invest for her?—*A.* Yes.

Q. What were the relations which existed between you and Mrs. Bethune?—*A.* Oh, very intimate relations, constant visiting back and forwards.

Q. She visited at your house?—*A.* Oh yes, very frequently, sometimes for long periods, I think at one time, shortly after her husband's death; she was there for several months.

Q. At the time of her husband's death, how many children had she?— 10
A. Four.

Q. Of about what ages would they be?—*A.* Charlie was twelve years old.

Q. Was he the youngest?—*A.* No, Mrs. Campbell was the youngest. I don't know what her age was, but evidently about four or five years old. I was wrong about the number of children, there were five children, I had forgotten one that died, there were four daughters and one boy.

Q. One daughter is dead?—*A.* Yes.

Q. Did her children stay with you too?—*A.* Yes.

Q. With their mother?—*A.* Yes, and sometimes alone; after their 20
father's death I brought Charlie down here, and he lived here with me the greater part of that year in 1885, he was a little lad, and he remained all winter.

Q. Mrs. Campbell stayed with you, too?—*A.* Oh yes, frequently, she was a participator of my hospitality on many occasions, both when she was young and older, and remained for some time, a considerable period, and enjoyed the benefits of my household and society, which was acceptable to her and to us.

Q. Did you ever know how much money Mrs. Bethune had as a result of winding up her husband's estate?—*A.* No, I didn't know, for several 30
reasons. While I took a considerable interest in helping her to dispose of the estate, that is of Mr. Bethune's library, which was a very good legal library, I took some interest in that and found a purchaser, I went to Toronto for that purpose, and then later there was the house which was called Stormont Lodge, a large building on Richmond Street, so while it was subject to a large mortgage, a considerable mortgage, I don't know what the amount was, I know it was subject to a considerable mortgage, that is \$4000.00 or \$5000.00, I should think, and later the household effects were sold, and I went to Toronto and had interviews with the auctioneers and people, and got the thing started, and remained there while the 40
sale went on, and saw that the money that was due was paid over to Mrs. Bethune.

Q. What other assets did she have beyond this?—*A.* He had some insurance. In regard to that I went to the Canada Life Insurance office, and I forget what the other was, but I think the Confederation Life, but I am not sure, but I got the proper application forms and got them filled in and left them with the companies, and, subsequently I suppose, the

insurance was paid over. I don't know about that, but I take it for granted it was.

Q. Were there any other assets you assisted her in realizing?—A. I think that is about all.

Q. Do you remember how many times you went to Toronto in connection with winding up that estate?—A. I would think about four times. Of course, I went up to Mr. Bethune's funeral, and remained there a few days and discussed their position in life, and what was going to happen with a family of small children, and then I had to come back, because I had other
 10 business to attend to, but shortly after that I think, I saw one of the Carswell people, and I went to Toronto to go over the library with him, that was one visit, and then, as I say, I went again in connection with the insurance and spent several days there making the application and getting the papers arranged, and seeing the proper officials of the insurance companies, and so on, and then again my recollection is that some offers were being made to her with regard to the real estate, the house and land, and I went to Toronto in regard to that and saw the agent or agents who were taking in purchasing the property, and, I think—whether it was when I was there
 20 in such shape that the property was ultimately disposed of, at what was considered a very fair price at that time.

Q. Did you stay with Mrs. Bethune on these occasions, on these visits?—A. Not all the time, the latter part of the time the house was disarranged and I stayed at the hotel, but the first two visits I stayed with her, and later I stayed at the hotel.

Q. Did she ever pay the expenses of these trips?—A. Oh, no.

Q. When you were first dealing with Mrs. Bethune in respect to paying money?—A. As I said, shortly after matters I discussed were completed, she came to visit us with her little daughter, and Charlie was with us at
 30 the same time, and she remained for some time and discussed all her business affairs with me, and it was at that time I undertook at her urgent request to see if I couldn't get some of her money invested. I may say at that time Bonds and that sort of thing were not so readily got although there were some municipal bonds, so that the most of her money was disposed of in mortgages.

Q. And this morning you have gone over the mortgages as far as you have been able to trace them in the Registry Office?—A. Yes.

Q. Then as time went on, you were constantly making her payment of interest?—A. Oh, yes.

Q. What occurred between you and Lady Hcmland, as to receipts for payments?—A. The relationship between us was such that it never occurred to me to ask for receipts. I felt in this position, it was almost like paying-money to my wife, in other words, if I sent her \$100.00, or \$150.00, it never occurred to me to ask for a receipt, but I will say this, that she was prudent enough—while I was not—she was prudent enough to make out receipts, and almost in every case, as shown in this statement, receipts were sent to me for the money received.

*In the
 Surrogate
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—
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Re-ex-
amination—
continued.

Q. Then as time went on, I suppose you visited her when you went to Toronto and St. Catharines, and saw her?—A. Oh, yes.

Q. And finally you come down to the time when you were in St. Catharines in a Patent case?—A. I was there getting instructions on a Patent case for the Canadian Chain Company.

Q. Do you remember when it was?—A. It was in 1917.

Q. Lady Howland was living there?—A. She was living at the Welland Hotel. My attention was drawn to the exact date by reason of a cheque I discovered amongst the papers, a cheque that I handed to her, it is only for a small amount, but it indicated to me about the date I was in St. Catharines. There is the cheque for \$35.00, which she asked me about, and I had a blank cheque in my pocket, and I gave her a cheque for \$35.00. 10

Q. It is dated 6th April 1917?—A. Yes.

Q. At page 11, your Honour, under date 6th April, 1917, and I see that the endorsement on the cheque confirms that because it went through the Bank of Commerce at St. Catharines?—A. Yes, that is right.

HIS HONOUR: Is that a payment?

Mr. SINCLAIR: You can put that in as a voucher if you wish, but it is passed.

To Mr. SINCLAIR: Q. It was about that time or shortly before that, that Martin & McAmond had paid their mortgage?—A. It settled their debt to Lady Howland. 20

Q. And your recollection is that it was paid by drafts?—A. Yes, by drafts.

Q. Payable to whom?—A. To Lady Howland at my request. I said they had better do that. I was asked by Mr. Slaght why I didn't buy drafts, and all I could say was, that that was an expense that had to be paid by some one, and they might as well pay it as for me to pay it.

Q. It was their debt?—A. It was their debt.

Q. And your recollection as to what became of the drafts, is what?—A. I handed them to Lady Howland about the same time, or probably before this cheque was given. It was while I was in St. Catharines, it may be the day before, or the same day. 30

Q. Lady Howland in her little book here kept an account of the Martin & McAmond loan?—A. Yes.

Q. And the last entry is 17th July, 1915, when she seems to have stopped keeping it?—A. There were some payments after that.

Q. Did you have any discussion at that time with Lady Howland about the so-called Capital Real Estate mortgage of \$1800.00?—A. Yes, I had. I didn't remember that at the time Mr. Slaght was examining me. Of course this investigation has had the effect upon my mind of bringing a number of things to my recollection that otherwise might have been absolutely lost sight of or forgotten. At that time I explained to her about this \$1800.00 mortgage. I told her at that time that a mistake had been made, that the \$1800.00 mortgage which I had mentioned to her, as being invested in a mortgage, had not been invested in a mortgage, except as to the extent of \$800.00, and that the other \$1000.00, I hoped 40

to make a payment of it, that I had been misled or overlooked, from the constant business matters I was engaged in, I had overlooked the fact that interest was actually being paid on an \$1800.00 mortgage instead of the \$800.00. Of course that was a matter I will admit, she was quite upset about, but she took my statement for it, and I told her that of course I couldn't continue to pay that interest, that it wouldn't be continued any longer, because it was an absolute mistake.

10 *Q.* Then after March, 1917?—*A.* Of course I had a great many other conversations with her during the whole week, I was there for a whole week in connection with this matter, when I say this matter, I mean the Patent matter I was engaged in, and I may say that having few other matters that would interest her to speak about, the subject of her business and her financial arrangements were almost a constant source of conversation.

20 *Q.* You were staying at the same hotel?—*A.* I was staying at the Welland, and was frequently in her rooms and discussed matters, and I may say at that time that she was very much troubled, and very much embittered against her daughter Bessie for the constant and insistent demands for money she made on her, she was very much troubled. The fact is that she was overcome on several occasions and wept about it, but she said it was becoming so burdensome upon her, that she didn't know really what to do, that not only did she tell me she had letters from this lady here, Mrs. Campbell, which I confess I didn't really read because it wasn't necessary, as she told me the contents of them, but she also said she had letters from the husband of this lady, in which requests for money were made, and she said it was becoming more than she could stand.

30 *Q.* Then after the time that you handed over the Martin & McAmund drafts to her, was there ever any question raised between Lady Howland and yourself as to the interest on the Martin & McAmund mortgage?—*A.* No. I saw her frequently after that—well, not very frequently, but several times, and had a good deal of correspondence with her after that. Many of these letters in the letter books were subsequent to that.

Q. But so far as you and she were concerned, that was the end of that loan?—*A.* That was the end.

40 *Q.* On page 4, and 9th question, this question was asked you, Mr. Hogg, "Perhaps if you could turn to your record you could tell us exactly what was the first date you received moneys for investment, and you say, I think it was in 1885, I don't remember the first, but what I do know is this, it is quite evident it was early in 1885, from a letter I find addressed to her on February 2nd, 1885." Now if you will turn to your letter book, and get the letter you are referring to?—*A.* That is the letter I was referring to. That is where I sent \$405.00.

Q. What is the date of that letter?—*A.* February 1st, 1885.

Q. Is it 1885?—*A.* No, it is 1895, I haven't one in 1885.

Q. That letter is not dated in 1885, but in 1895?—*A.* Yes, it is 1895, that was a slip there.

Q. What time did Mr. Bethune die?—*A.* He died in November, 1884.

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Q. This relates to a mortgage?—*A.* Yes, I had no money of her's in February, 1885.

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Q. So the true date was in 1895?—*A.* Yes, the continuation shows that.

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Q. And your Honour will see that the same error occurred later, in regard to the Exhibit. Letter from Mr. Hogg to Mrs. Bethune dated 2nd February 1885?—*A.* Yes, that should be 1895. I came pretty near making the same mistake again, you see, when I said 1885.

*W. D. Hogg.
Re-ex-
amination—
continued.*

Q. At question 53, on page 11, when he was asked in reference to the page in a book, and he said it was 57, and in the typing it had been entered as page 571, it is just an error in typing, but I thought it better to correct it so it would not mislead your Honour. Then on page 15, Mr. Hogg, you were asked this question, "May I ask where the record of Lady Howland's mortgages and matters was kept from 1902, when you opened this book, until 1910, which appears to be the first when you collected money, for instance, on the Betts mortgage, from 1904, to 1910, where is the record?" and you said "There is the Morrison & Fudge interest paid to 1904." Then you were asked, "We are just dealing with the period prior to this book, where is the record of the payment of interest on Lady Howland's mortgages which existed from 1902 to 1910?" and your reply was "I don't know." Is that answer quite complete?—*A.* That is not exactly the correct answer that should be given. The record would be amongst the books that are lost and destroyed.

10

20

Q. Exhibit 2 is a record, and Exhibit 3, the Journal, so there was some record prior to that?—*A.* Yes.

Q. So the answer would be that outside of the two Exhibits I have mentioned, the other record would be among the books lost and destroyed?—*A.* Yes, that would be the correct answer.

Q. Then question 114, on page 18, you were asked, "And if anything earlier than that exists, it is in what form"? Your answer was, "A letter written to Mrs. Bethune, written in 1885" is that right?—*A.* It should be 1895, the same as the other, your Honour, so I must make that correction.

30

Q. Then question 121, on page 18, you were asked "What transpired between the fying of the first and second accounts"? Your answer was, "I kept looking at these books and letters and discovered which did not really affect the result. I found amounts that had not been entered in the first one, and thought it proper to put them in." I suggest that "for" is what you meant to say, that you kept looking for these books, instead of "at," that you were looking for these books and letters?

Mr. SLAGHT: I don't know whether my learned friend thinks that is a fair way of examination.

40

Mr. SINCLAIR: It doesn't make sense the other way, I was looking at these books and letters.

To Mr. SINCLAIR: Q. You were asked what transpired between the first and second accounts, Mr. Hogg, between the fying of the first and second accounts?—*A.* Yes, I kept looking up to see if I could find any record of any book with entries of Lady Howland's affairs, and I came across these others,

in letters, and in the ledger those sums of money, for instance, \$19.80 and \$39.06, sums that were sent to me, and I saw I had overlooked them in the first, and also several of the mortgages that had been received in and paid over, like the Betts mortgage, had been left out, and I thought that in order to make the best account I could of it, they should be entered in the statement of it.

10 *Q.* Then on page 24 of the evidence. Turn to page 146 of Exhibit 34. You were asked on page 24 if there was a supplementary account or statement put in this morning, and you said, yes. Then you were asked "What is number 5"? and you answered \$664.00. Then you were asked, "That is on top of page 5 of the last account under date August 2nd, 1902"? and you answered "yes." In your amended account, the 5th, amendment was the insertion in the account on page 5, under August 2nd, account principal, Brophy and Betts loans, and interest on McDougald and O'Reilly loans \$664.88?—*A.* Yes.

Q. How was it you came to make the alteration in the account?—

A. Well, by reason of finding that I had sent \$664.88 by letter of August 2nd, 1902, on page 146, of Exhibit 34.

20 *Q.* Then on page 50, question 497, turning to Exhibit 14, on page 116, you were asked referring to that entry, it is the entry regarding Vaillancourt, "Was the entry at that time I am asking you about, October 22nd, was the entry on page 116, which appears now in your book—was it then in your book"? And you said "Certainly it was." Now who entered that?—*A.* It was entered by the bookkeeper.

Q. Who was the bookkeeper?—*A.* Mr. Lamotte, and it is an entry made by him.

Q. Was that entry there at the time?—*A.* Yes.

Q. And is it in that statement?—*A.* Yes, that is one I sent away.

30 *Q.* Then on page 53, questions from 514 to 517, referring to Exhibit 22. Referring to question 513, you were asked, "Referring to Exhibit 22, the June letter it says here in paragraph 1 "Philip Vaillancourt mortgage for \$450.00, was paid in February 1921, and the amount was handed to the late C. R. Bethune on his last visit to his Mother"? and you answered, "Yes that is there."?—*A.* That was a mistake. I did hand at times drafts and express orders to Charlie when he was going to see his Mother, which he did frequently, and I thought that was one I had handed him, but it was a mistake.

40 *Q.* Then page 53, question 517, you were asked "Supposing in 1921, it had been true, that of trust moneys of Lady Howland's, you had handed a cheque or cash to her son, Charles Bethune, you would have charged it in your books as against her?" and you said, "So I did." Was that right?—*A.* Oh no, or I would have had it, if it had been true, I would have known it.

Q. Then going to question 524, of page 54, Mr. Hogg says he was asked to make a return on the different mortgages, and you said, "Probably, foolishly I admit, I might have gone into it more carefully than I did. I took it for granted I had paid over this amount, and then subsequently

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amination—
continued.

I was asked to send a statement, and I wrote a letter in which I told the Toronto General Trusts Corporation that my books had been lost, and I sent them a statement commencing on December 1918"—A. It is in that letter that reference is made to Mr. Langmuir's letter of June 7th.

Q. Then on page 55, you say in answer to question 525, "Then in that letter I forwarded this statement thinking it would be sufficient, and I said I had another book that went back as far as 1913, that is as far as I could find, and then I was asked to make out a statement from 1913, which I did, and sent to the Trusts Corporation, and which was prior to the statement that I had made commencing in 1918, and then I went back to May 1913, and made a statement which continued down from the 1910 statement, carrying a balance of \$80.20, and in that statement all these mortgages, the Vaillancourt mortgage of \$470.00, and some other mortgages appear."—A. That should be that I made a statement which continued down to the 1918 statement. 10

Q. You say you went back to 1913, and made a statement which continued down to the 1918 statement?—A. Yes, and the 1918 statement continued down to the 1922 statement. I made up a statement first from the only book I could find at the time from 1918 to 1922, then I was asked if I couldn't go back further, and then I made a further search and discovered this old book which I thought was gone too, but it was there, and that went from 1913 down to 1918, and then I made up a continued statement from 1913 down to 1922, which embraces both these periods, and that was all done with a view of trying to arrive at some settlement of the matter. 20

Q. Then on page 60, you were asked this, question 555, "When you sent in the cheque for \$215.00 on October 19th, 1922, this \$1155.00, item was present to your mind?" and you said "Yes."?—A. The \$1155.00 item?

Q. Yes?—A. No, there was nothing about that, I thought I should under all the circumstances be entitled to some remuneration for my services and I put that in at the end to complete the transaction. 30

Q. Is the \$1155.00 charge in the statement which covers the \$215.00?—A. Yes.

HIS HONOUR: I do not appreciate the significance of the \$1155.00 item?

Mr. SINCLAIR: The significance is, that my learned friend made him say it was present to his mind.

Mr. SLAGHT: Perhaps you better read it to his Honour.

Mr. SINCLAIR: You didn't ask a question, you made a statement.

Mr. HOGG: The \$215.00 was a matter of several items of interest that was in my hands at the time, and I sent that cheque to the Toronto General Trusts Corporation as all the interest I had, there was nothing at all about anything else, it was several matters of interest, and it was not present to my mind, it was something I put in thinking I was entitled to it, and did not occur to me until afterwards. 40

To Mr. SINCLAIR: Q. In question 550, Mr. Slaght asked you this, "Now, Mr. Hogg, I find on Exhibit 21, that the last item of all which you seek to

charge against Lady Howland, after this investigation we have discussed so far, is an item of \$1155.00, which appears to have been put forward by you for the first time in October 1926"? and you said "Yes." Then you were asked question 551, "That is true"? and you answered, "That is right." Then question 553, "And never thought of before"?—A. "Yes, it was thought of dozens of times." Question 554, "Was it in your mind when you sent that cheque for \$215.00 in October 1922," and, you replied "Yes, it was." Question 555, "When you sent in the cheque for \$215.00 on October 19th, 1922, this \$1155.00 item was present to your mind"? and
 10 you said "Yes." Now, Mr. Hogg, is there anything you wish to say about that, any correction?—A. I sent in a cheque for \$215.00, an amount of several items of interest, and then I thought to close the account by making a moderate charge for my services, that is all. It never occurred to me. until long after I had paid the \$215.00.

Q. You sent in a statement which showed a balance of \$215.00 against you which you paid, that was an account of what moneys?—A. Several items of interest only.

Q. Then Mr. Slaght asked you there, when you were closing up these items of interest whether this charge of \$1155.00 was present to your mind?
 20 —A. No, nothing of the kind, that charge was made long after the \$215.00 was sent in, the \$215.00 was sent in, in 1922, and this statement was made up by me six months ago.

Q. In 1926?—A. Yes, in 1926.

Q. This statement Exhibit 21, is a statement as I look at it, which seems to deal with principal and interest?—A. Yes, it is partly embodied in the accounts before the Court.

Q. And it was when you were making up that statement, that you made the charge?—A. Yes, I thought that might be satisfactory to the Administrators.

30 Q. Referring to your books where a charge is made for services, there is an alteration made in the charge there?—A. Yes, and I may say if I am allowed, that we regarded the charge for my services—that was a matter of frequent discussion—at least frequent mention between Lady Howland and myself. On many occasions she offered, and stated that she thought I was doing a lot for her, and was not rendering any accounts, and I was putting her off and saying, we would fix that up some day.

Q. In this book which is marked Exhibit 14, the charge then made for services is \$1095.82?—A. It is a trifle less there. My bookkeeper thought it should be made up on some percentage basis, and he was to get at the
 40 amount on which to make it up.

Q. At page 61, Mr. Slaght says, that you are the person who made the entry, and you said yes?—A. Yes, that is right.

Q. Then he says on page 66, question 602, "And your account that you got out in October 1926, you show trust moneys received then amounting to \$6666.82?" and you say "Yes." Then question 603. "Which of course you had to account for in some way?" And you answered, "Yes."

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continued.*

Then question 604, "And by this time you had put in the Vaillancourt \$450.00?" and you say "Oh no."?—*A.* Well, if I did it is in the book.

Q. What should the answer to that be?—*A.* The answer is that the amount was in the statement in the book, and also in the statement sent to the Toronto General Trusts Corporation. I don't know what the meaning of all that is.

Q. Then on page 75, question 648, the same error in dates occurs?—*A.* Yes, that should be 1895.

Q. Yes, and the \$300.00. He is talking about a loan of \$600.00, and a charge of \$300.00, which appeared in a statement which you sent to the Trust Company?—*A.* Yes, that was when I was endeavouring to get a settlement. 10

Q. And he says to you, that you were called upon for an accounting for \$1800.00, in 1926, and that is the first time that you put forward against the estate this old advance in 1905?—*A.* That should be in 1895.

Q. That advance was in 1895, instead of 1905?—*A.* Yes.

Q. Then coming to page 78, question 663, Mr. Slight asks you, "Now then, isn't this the position, Mr. Hogg, I want to be perfectly fair with you—when it was disclosed to you that you had actually received a larger amount from the sale of the coal stock at a later date than you had charged yourself with, and when you were asked to account for another \$1800.00, that it was only then, in the year 1926, that you go back and bring forward a \$600.00, item that you say you advanced to Lady Howland in 1895?" Your reply was, "That is a statement that was made up with a view of trying to bring this matter to a conclusion, it has nothing whatever to do with the general account I have made up?"—*A.* Yes, that is right. 20

Q. Question 664, "You have told me this statement was produced because you brought it up to account for \$1800.00, that you had apparently overlooked, that is correct?" and you then answered "Yes"?—*A.* The answer should have been, no, and that is my answer. 30

Q. What was the item that had been overlooked with regard to the Capital Trust Company?—*A.* There was nothing overlooked.

Q. Or omitted?—*A.* I have already stated over and over again it was the \$1800.00 that was the balance of the money received from the coal stock, out of which I had loaned \$800.00, to the Capital Real Estate Company, and when Mr. Lang came to my office and went over the statement with me, he pointed out to me for the first time—I don't know whether he knew about it before himself—but he pointed out to me, that on the right hand side, on the debit side of the account the \$800.00, I had received from the Capital Real Estate Company was not entered, and I immediately saw where the mistake had been made, and subsequently I saw the bookkeeper and asked him how in the world he had made such a mistake, and of course he couldn't explain it, and then I said to Mr. Lang, that that amount should be immediately put in, and in order to bring about something like a settlement of this matter without going into all this trouble we are in now, I made up that little statement. 40

Q. In which you put in the \$800.00?—A. Yes, bringing about a balance of \$581.00, which amount with the \$215.00, that is in there, covered what I then thought was what I owed the estate.

Q. Then we will take question 666. “Then I suggest to you that you go back to 1895, and haul forward——?” And you interrupted and said “I didn’t haul forward anything.” Then question 667. “I use this language, and you can criticize it if you want to, you bring forward an old item that you had advanced to Lady Howland, and interest on it, and there is no reason for bringing forward that \$600.00, now, for it was always taken
10 into account in earlier years?” and you answered “Yes.” Tell us how it was taken into account?—A. It was never taken into account, it is in the accounts to-day as part of the moneys I received from Lady Howland, and appears in the accounts for the purpose of trying to bring about a settlement. I said there is this \$600.00, I advanced a number of years ago, and I will set that off against this \$800.00, and I made up that little statement, but it had no effect. It was not intended to have any effect upon the general account, because it is now part and parcel of the account, and for the reason that the proposition I made then, being made for the purpose of a settlement, was not accepted, and therefore it went back to
20 its original condition.

Q. Had the \$600.00, ever been paid to you by appropriating anything to it?—A. No, never specifically, it may have gone out of sight in the general business of our dealings.

Q. Now in answer to a question put by his Honour, question 672, on page 79, this was asked you, “Before we get away from that, I would like to go over the examination for the last few minutes, dealing with the \$600.00, Mr. Hogg, I think you have stated that at one stage in previous years, this charge of \$600.00, was wiped out, is that substance of it?” and you said “Yes.” What do you say as to that answer now?—A. Oh no,
30 that is entirely absurd. The \$600.00, was brought forward as an item of money I had advanced to Lady Howland at a time when there were no funds of hers in my hands, and was allowed to remain there, and was brought forward then for the purpose of endeavouring to come to an end of the transaction between the Toronto General Trusts Corporation and myself, who are the Administrators of the Estate, and with whom I was bound to deal. That proposition for some reason was not accepted, and therefore that fell to the ground, that is all.

Q. Now you were asked this question, on page 115, question 826, you were asked this, “Then you call my attention to page 6, of Exhibit 13,
40 and whose hand writing is this \$1600.00, entered in as received from Martin & McAmond?” You answered, “I don’t know. I think that was in 1917. I don’t remember who we had.” Then question 827, “This one here?” Answer, “That is mine.” Question 828, “That is in your hand writing?” and you answered, and said “Yes.” Question 829, “An entry under date of what?” Answer, “March 6th.” Question 830, “And you have written in there Martin & McAmond, \$1600.00, purporting to show that that amount was received then?” Answer, “Yes.” What do you say about

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that entry now, the entry of \$1600.00, as received is in your hand writing?

—A. Yes, that is in my hand writing, I found it had not been entered.

Q. In whose hand writing is the entry of the other side of the account?

—A. That is Lamotte's hand writing.

Q. Now going back to page 96, question 711, you are being asked there about the payment of interest on \$1800.00, which you got from the coal stock?—A. Yes.

Q. I will commence at question 709. "For a long period of years after the writing of that letter, on down as far as the year 1914, you sent Lady Howland \$49.50, half yearly?" And you answered, "Yes, that is quite right." Question 710, "With your own cheque?" Answer "Yes." Question 711, "Stating it to be half year's interest on the Capital Real Estate mortgage of \$1800.00, which bore 5½ per cent.?" And your answer is, "That is right." Is that right?—A. No.

Mr. SINCLAIR: Now, I would like to put in a series of letters, your Honour, of the following dates. They are the letters which remitted the cheques, and your Honour will see that it says Capital Real Estate. Letter of 21st April, 1909, page 28, of Exhibit 35; letter of 8th July, 1909, on page 31 of the same Exhibit; 18th May, 1910, page 46; 30th November, 1911, page 58; 13th June, 1912, page 65; 17th January, 1913, page 74; 11th June, 1913, page 78; 17th December, 1913, page 81; 8th June, 1914, page 85; 17th December, 1914, page 89; 17th January, 1916, page 95; 13th June, 1916, page 97; 4th July, 1917, page 102; 29th January, 1918, page 106.

Mr. SLAGHT: May I ask my learned friend what those letters are about. There is not much use in their going in, without knowing what they are about.

Mr. SINCLAIR: Those are the letters transmitting the interest, but they do not say they are all payments on \$1800.00, it simply says Capital Real Estate \$49.50. I also refer to Lady Howland's receipts of December 1st, 1909; November 28th, 1910; February 12th, 1913. Those are receipts.

Mr. SLAGHT: If I understand my learned friend, if he is making an argument that is one thing, but if my learned friend is putting a question, that is another thing. It states in the letter it is interest, and interest on the Capital Real Estate mortgage, without the word mortgage.

Mr. SINCLAIR: The letter speaks for itself, I am putting it in as an explanation of that question and answer, that is all.

Mr. SLAGHT: What I am pointing out is this, if my learned friend wants to argue that, there is a time to do it, if he would dare swear that it was not remitted as interest on a mortgage, I would be very much surprised.

Mr. HOGG: Dare to swear?

Mr. SLAGHT: Yes, dare to swear——

HIS HONOUR: Now we are getting on very nicely, and let us continue to do so, there is no need of anything like that. Are you putting in the letters as Exhibits?

Mr. SINCLAIR: They are in already, but I am just referring to the pages that I have named, and I am not asking a question at all, I am just naming

them, the dates and pages so your Honour will have them before you, which will be much better than having them in my hand.

To Mr. SINCLAIR : *Q.* Now I go to page 114.

Mr. SLAGHT : I must make this protest, when my friend, who is an able counsel, and who knows that in the books he has produced that the payments of Capital Real Estate are attacked throughout, I think the Court's time should not be occupied by such chicanery—(Interrupted).

Mr. SINCLAIR : I have not said anything nasty or disagreeable to you, Mr. Slaght, and you cannot say those things to me, so just understand
10 it. I am trying to conduct this thing in a gentlemanly way, but it seems that everybody else is not trying to do that.

To Mr. SINCLAIR : *Q.* Page 114, question 817, you were asked this question, "Is there anything in your books in regard to the Martin & McAmond loans?" and you answered "No." Is that right, Mr. Hogg?
—*A.* That isn't right.

Q. What is the proper answer?—*A.* It is a payment out of interest, that is the statement of the amount is entered in Exhibit 13.

Q. Are there any other entries in your books having reference to the Martin & McAmond loan?—*A.* Oh yes, there is the payment of the interest.

20 *Q.* I want to keep the answers straight, these things ought to be corrected. Now on page 115, question 826, is another one of these things. You were asked this question, "Then you call my attention to page 6, of Exhibit 13, and whose hand writing is this \$1600.00, entered in, as received from Martin & McAmond?" And you said, "I don't know." I think you have already corrected that?—*A.* Yes.

Q. Whose hand writing is it in, as received?—*A.* It is in mine.

Q. It is in your hand writing?—*A.* Yes, of course.

Mr. SLAGHT : He corrected that immediately afterwards at the previous hearing, in answer to question 827.

30 To Mr. SINCLAIR : *Q.* Then on page 116, question 831, you were asked this question, "When was that entry we are looking at now, about the middle of the right hand column of page 6, when was it made by you?"—and you replied, "I think it was made at the time." Now will you tell us when it was made?—*A.* It was made at the time I made out that first statement, that was the time.

Q. That is the time it was made?—*A.* Yes, I think so.

40 *Q.* Then referring to this same \$1600.00, on page 121, question 871, where you are asked again, "When did you make the entry and you said "Much later, when I discovered I had been charged with \$1600.00, I made the entry." How did you discover you had been charged with \$1600.00?—*A.* There was \$1600.00, entered in that book.

Q. You were asked when you made the entry, and you said "When I discovered I had been charged with \$1600.00." Where is the entry which you mean of the \$1600.00?—*A.* There it is, I took that to be \$1600.00, on that side of the account.

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Q. How do you regard that as a charge against you? I want you to answer the question correctly.—*A.* That was a credit that was placed as a payment made by me, and when I found that in the book.

Q. Then what did you do?—*A.* First of all, I thought that was \$600.00, and then after looking at it carefully I found it was \$1600.00, it was just the amount of the Martin & McAmmond loan, and then I entered it on the other side to balance the account.

Q. Entries on the right hand side are credits to whom?—*A.* To Lady Howland.

Q. And entries on the left hand side are what?—*A.* They are credits to myself, or debits to her. 10

Q. Then, turn to page 135, question 982, that refers to 6th December, 1921, cheque A. W. Greene, in full of mortgage, page 246, of cash book. Turn up page 29 of the Firm cash book which covers 1910. I am referring now to page 147 of the evidence, question 1,077. Cheque on page 29 of the cash book, Exhibit 4, you find an entry on 4th April, Lady Howland, *re* Betts & McD., \$1138.50, and in the inner column is 12475?—*A.* Yes, that is the number of the cheque to Lady Howland.

Q. Then, on page 149, question 1092, we were talking of the Fudge mortgage, and Mr. Slaght asked you this question: "So we start with a \$2500.00, mortgage in 1910?" and you said, "Yes." What was the mortgage?—*A.* That was a mistake on the part of Mr. Slaght, that should be \$3000.00 mortgage. The original mortgage was \$3500.00, and \$500.00, was paid in this little book, and then it was carried on as a three thousand dollar mortgage. 20

Q. So it starts in 1910?—*A.* Yes, it started with \$3000.00, instead of \$2500.00. It looked like that and Mr. Slaght thought that it was, but it really wasn't.

Q. HIS HONOUR: Where is the payment of \$500.00, mentioned?—*A.* It is mentioned in this Exhibit 6. The note in the book is, interest on this mortgage paid regularly from 1st November, 1894, \$500.00, on account of principal paid, one of the properties mentioned in the mortgage discharged. 30

Q. HIS HONOUR: What page is that?—*A.* Page 123, and then the \$3000.00, was eventually paid off and invested as we said this morning in the Clairoux and Bann mortgages.

To Mr. SINCLAIR: *Q.* Will you turn to the mortgage book, to the Bann mortgage?—*A.* Yes.

Q. Now, Mr. Slaght, in question 1137, on page 155, is talking of the Bann mortgage here on August 16th, 1911, and he says your books show "paid Lady Howland, Bann, \$42.50?" and you answered, "Yes." You didn't get that from Warne & Magee until September 20th, and it shows that you got \$1045.00? and you answered, "Yes." What was the true date of the payment of the \$42.50, to Lady Howland, the letter shows it? What is the date of the letter enclosing that?—*A.* October 9th. 40

Q. That is an error in date, some way?—*A.* Yes, the payment was actually made then.

HIS HONOUR: The only thing you have in connection with that \$42.50, is the letter?

Mr. SINCLAIR: There is a voucher for that, Your Honour.

To Mr. SINCLAIR: Q. Then this statement correctly shows that payment. Does this statement correctly show the moneys paid to Lady Howland from time to time?—A. Yes.

Mr. SLAGHT: Is this something new?

Mr. SINCLAIR: No, it is just a summary, that is all, it is all the moneys collected together. It is the same thing only it shows the dates.

10 (Statement showing the moneys paid to Lady Howland, and the dates of payment, put in by Mr. Sinclair and marked Exhibit 38.)

Mr. SLAGHT: This is the first time I have seen that, and I would like shortly to examine on it, if I may?

Mr. SINCLAIR: Oh, certainly.

To Mr. SLAGHT: Q. Mr. Hogg, this is one of the matters we will have to agree upon, or ask his Honour to rule upon, that is the amount of principal you paid. That is the actual money?—A. Yes. Re-Cross-examination.

Q. I want to suggest that these payments do not come out as payments of principal to her—

20 Mr. SINCLAIR: On page 2, voucher 413, there is a voucher for that, then the \$405.00, on account of Lyon mortgage, principal, there is a voucher for that too, then the \$600.00, June, 1895, there is a voucher for that. Principal moneys paid Lady Howland, \$10,699.35.

To Mr. SINCLAIR: You look at your statement Exhibit 38, on August 2nd, 1902?—A. There it is, I put in \$550.00, principal, leaving this out here.

Q. How did you get the \$150.00?—A. That \$150.00, should come out.

30 Mr. SLAGHT: It has been agreed between my friend and myself that the three items, \$150.00, \$200.00 and \$215.00, should be deducted as not being principal moneys.

To Mr. SLAGHT: Q. Then I suggest to you, Mr. Hogg, that the \$581.00, are arrears of interest?—A. No, that is not arrears of interest.

Q. Perhaps we might determine that if you would turn up your book. Let us have your last cash book, cheque to the Trust Company for \$215.00, October, 1922?—A. Toronto General Trusts Corporation, interest on hand of Lady Howland, \$215.00.

40 Q. Then you will see there was at that time a further credit of her moneys in your hands which you subsequently ate up, so to speak, by making up that entry for your services?—A. No, there was no more interest, that was all the interest in my hands.

Q. Now be sure as to that?—A. I am absolutely satisfied as to that.

Q. What are those items over here which have been coming in, in that year?—A. Those are the ones that made the \$215.00.

Q. Then in the preceding year, do you find interest coming in, \$75.00; \$56.00; \$70.00, and \$71.00?—A. Oh no, \$26.00.

*In the
Surrogate
Court.*

*Plaintiffs'
Evidence.*

No. 8.

*W. D. Hogg.
Re-Cross-ex-
amination—
continued.*

Q. These moneys were accumulating there, with the result that you had——?—*A.* \$215.00.

Q. You showed me the items that made up the \$215.00?—*A.* That is all the interest I had on hand.

Q. I want to make it clear to you, whether I am right or wrong, by suggesting that you had more interest on hand?—*A.* I didn't.

Q. Are we agreed on this, that you had \$1155.00, more than you sent the Trust Company? You see we went over all that. That \$1155.00 of her money you had on hand, I suggest to you was made up in part of accumulated interest, which is shown by the items here that came in?—*A.* I say it is not. 10

Q. Will you say that with care?—*A.* Yes, I say it with great care.

Q. Interest from Betcherman, \$42.00, that was interest?—*A.* All right.

Q. Part of that exceeds the \$215.00, doesn't it?—*A.* That item there, in December, 1921, includes all this back interest here, \$26.00, \$70.00, and \$75.00, and here is a deduction there of a small amount, and these four items here are all I had on hand. Of course, out of that I paid some small amounts, there was \$231.00, and I paid out \$12.00, and sent Lady Howland \$215.00. 20

Q. Is this Lady Howland's ledger account?—*A.* Yes.

Q. In which there would appear to be credited to her, interest you received in 1921?—*A.* Yes.

Q. And on the deposit side no record of it having been paid to her?—*A.* Here it is, there is your \$231.00, paid there to the Bank of Commerce.

Q. Where is your \$75.00, here?—*A.* That was December 23rd. There it is there. There was some deduction made, I don't know what for, there was Loughran, \$70.00.

Q. Let me put it to you this way. You tell us that you had \$1155.00, of a cash balance in your hands?—*A.* Not at all. 30

Q. Where did you get it from?—*A.* I got it from the Campbell mortgage, and part of the time I retained that against a possibility that might arise in connection with this matter, I didn't know what might happen, and I did what I understand a great many trustees do, keep a little for their services, and I hope some day when we settle this, that I will be allowed that. That is all, that \$231.00, Mr. Martin was all accounted for here.

Q. HIS HONOUR: I don't follow that. There seem to have been some payments of interest made that year, which were not remitted to Lady Howland, is that it?—*A.* No, they were sent to the Canadian Bank of Commerce for Lady Howland, and I put in the cheques yesterday. 40

To Mr. SLAGHT: *Q.* Do you suggest that \$1155.00, you put aside that way, came from principal money?—*A.* Yes.

Q. From which two mortgages?—*A.* I think it was the Campbell mortgage and the Dumas mortgage.

Q. Your statement doesn't show that?—*A.* I put in a statement for the examination of the Court, without doing anything—the charges I made were with the hope of bringing about a settlement. Now, I have submitted

the general account to the Court for the services performed for the last forty years, and I will leave it to the Court, whether under all these circumstances, I am entitled to some compensation.

Q. On this Exhibit 38, there are three deductions, which you say were paid to Lady Howland?—A. There is no doubt about that.

Q. What are you doing with the balance, according to your own showing?—A. I am not doing anything with it, I will leave it to the Court.

Q. In your final amended account as filed, being the one His Honour is working on now, the receipts show that you have still in hand \$572.97?—

10 A. Quite so, certainly. There is nothing about that but what is perfectly open. I made that purposely leaving the correct balance as I take it to be.

Q. You knew that you had that money in your hands in 1922?—A. I don't know about that, I don't remember thinking about it, probably I may have thought that, but I don't remember, all I did, I had five, six or seven mortgages on hand, and I sent the Toronto General Trusts Corporation the mortgages, and a cheque for the interest I had on hand, and that is all I thought about it.

Mr. SLAGHT: I would like to call Mr. Martin, Your Honour.

(This witness was recalled, see page 191.)

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

—
No. 8.

W. D. Hogg.
Re-Cross-ex-
amination—
continued.

20

No. 9.

Evidence of N. L. Martin.

N. L. MARTIN—SWORN.

(Examination-in-Chief.)

Defendant's
Evidence.

—
No. 9.

N. L.
Martin.
Examina-
tion.

To Mr. SLAGHT: Q. Mr. Martin, what is your occupation?—A. Chartered Accountant.

Q. And your firm is what?—A. N. L. Martin.

Q. Of Toronto?—A. Yes, Toronto.

Q. How many years have you been practising that profession?—A. Twenty-five years.

30 Q. Have you had a good deal of experience in auditing accounts?—
A. I think so.

Q. Have you made some examination, at the request of the solicitor for some of the parties, Mrs. Campbell, of the books and Exhibits that were fyled in Court in this matter?—A. Yes.

Q. And what did you find to be the state of affairs, and have you also had under examination the statement of account known as the amended statement of account of 14 pages, which has been before the Court in this enquiry?—A. Yes, I looked into that.

40 Q. Being the statement last referred to by Mr. Hogg, where a balance is shown in his hands of \$572.97?—A. Yes, I have looked at that.

Q. We have heard here that the mortgages which Mr. Hogg had from time to time renewed, bore seven per cent, six and a half, six, and I think one was as low as five and a half per cent.?—A. Yes.

*In the
Surrogate
Court.*
—
Defendant's
Evidence.
—
No. 9.
N. L.
Martin.
Examina-
tion—
continued.

Q. Did you have regard to that fact?—A. Yes.

Q. Have you made any examination of the amended account filed, to see in the payments Mr. Hogg claims credit for of \$45,994.64, whether there are included in that amount, money re-loaned by him to mortgagors?

—A. Yes, there are a number of such items.

Q. Have you made up a statement of these items?—A. Yes.

Statement made by Mr. Martin in connection with the \$45,994.64, as to amounts re-loaned, put in by Mr. Slaght, and marked Exhibit 39.

Q. And out of the \$45,994.64, your statement shows \$14,698.00, are re-investments?—A. Yes.

Q. And it did not purport, according to Mr. Hogg's own showing, to have been paid to Lady Howland, either as principal or interest, so deducting that from the \$45,994.64, leaves us \$31,296.64?—A. Yes.

Q. Over a period of time of how many years?—A. About 34 years or more.

Q. These are payments which Mr. Hogg says he made to Lady Howland over the period of time we reviewed?—A. Yes.

Q. There are certain expenses which he claims to be properly chargeable to her, costs of insurance, and so on, and do I take it that that \$31,000.00, odd, would be all the principal and interest which Mr. Hogg shows as having been paid to Lady Howland for that period?—A. Yes.

Q. Have you made up from his testimony this morning, which is to be supplemented by the memorandum which my learned friend is going to copy from us, of mortgages, statements of mortgages which Mr. Hogg negotiated in the early years, and which he admitted this morning he received funds for, from Lady Howland at the time?—A. Yes.

Statement of moneys received from Lady Howland by Mr. Hogg, made by Mr. Martin, put in by Mr. Slaght, and marked Exhibit 40.

Q. HIS HONOUR: The witness just states that these amounts were admitted by Mr. Hogg to have been directly received from Lady Howland?—A. For investment, yes, sir.

Q. HIS HONOUR: As distinct from re-investments?—A. Yes sir.

To Mr. SLAGHT: Q. There being, as we have heard this morning, a great many amounts which Mr. Hogg would not say were not remittances from her, and which might or might not be re-investments, you have excluded those from your statement?—A. Yes.

Q. You find an amount of \$19,550.07, and then you put in Dominion Coal Stock in 1905, of \$2000.00?—A. Yes.

Q. Mr. Hogg having admitted receiving that money for Lady Howland?—A. Yes.

Q. Then \$390.00, as per letter?—A. Yes, that is new additional money admitted in regard to the Becherman Loan April 4th, an amount in regard to the Shenkman mortgage which was admitted by him as having been received from her, making \$28,358.23 of principal money?—A. Yes.

Q. Have you made a computation at six and a half per cent, for 34 years, showing what amount the \$19,550.00, would produce?—A. Yes.

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Q. You have taken first the \$19,550.00, received by him all prior to the year 1888?—A. Yes.

Q. Then from the year 1888, using that \$19,550.00, it would be thirty-four years to July of last year, 1926?—A. Yes.

Q. Before he made his final payments to the Trust Company?

Mr. MCKAGUE: He turned over his mortgages in October 1922, and not in 1926.

To Mr. SLAGHT: Q. The 34 years was up in 1922, and that is the period you took in order to make the computation for the Court?—A. Yes.

10 Q. Will you tell us what you found interest at six and a half per cent. for thirty years would produce?—A. It would amount to, assuming the money is employed during that time—it would amount to \$43,205.00, which added to the principal would make \$62,755.00.

Q. And the interest is how much?—A. \$43,205.00.

Q. Now that would give a total of \$62,755.00?—A. Yes.

Q. Then Mr. Hogg handed back mortgages for \$8200.00, what did you do with that?—A. I took that off, and that would leave a balance of \$54,555.00, which Lady Howland should have received in either principal or interest over and above the mortgages he returned to her.

20 HIS HONOUR: I thought you said it was \$14,698.00, which he has not accounted for?

Mr. SLAGHT: I can't do that your Honour, because Mr. Martin has taken as a basis the \$19,550.00, so the only purpose of extracting the re-investments amounting to \$14,598.00, which you have mentioned is so that the Court may know, taking all the payments Mr. Hogg claims to have made to Lady Howland over that period, that there is \$31,000.00, which he might have paid her in principal or interest, this \$14,698.00, he didn't pay her at all, according to his own admissions.

30 HIS HONOUR: And no interest or principal money has been paid to Lady Howland under those seven mortgages, amounting to \$19,550.00?

Mr. SLAGHT: No, your Honour, it hardly amounts to as broad a statement as that. He took the \$19,550.00, and at simple interest only he would have had \$62,755.00, and he handed back \$8200.00, now then that would leave him still owing \$54,555.00, and he shows here that he has paid to her \$31,296.64, what he has paid over to her, or paid for insurance moneys and other little items.

To Mr. SLAGHT: Q. Do you get that result using as a basis the \$19,550.00, on mortgages?—A. Yes.

40 Q. On Exhibit 39, which you have filed, are there subsequent items which he acknowledges having received from her during the period?—A. Yes.

Q. How much?—A. \$4,288.10.

Q. They make up the \$23,000.00?—A. I add the \$4,288.10 to the \$23,255.36.

Q. And that brings what?—A. That makes \$27,543.48.

Mr. SINCLAIR: I don't see why you add the \$4,288.00, the second time.

*In the
Surrogate
Court.*

Defendant's
Evidence.

—
No. 9.

N. L.
Martin.
Examina-
tion—
continued.

*In the
Surrogate
Court.*
—
Defendant's
Evidence.
—
No. 9.
N. L.
Martin.
Examina-
tion—
continued.

To Mr. SLAGHT : *Q.* Have you added it before in this computation?—
A. No.

Q. \$27,543.48, did your Honour get that? What is indicated by that item?—*A.* That would be the amount that Lady Howland would be entitled to receive from her investment of \$19,555.00, originally, supplemented by \$4,288.10, if that money was invested at six and a half per cent. for that period, less what she has already received.

Q. And you are allowing Mr. Hogg full credit for what he has paid?—
A. Yes.

Q. As a hypothetical credit, I understand?—*A.* Yes. 10

Q. Then, Mr. Martin, have you made an examination to see whether he has in these accounts—whether he has accounted for the principal money of the various mortgages which he has admitted having had for investment?—*A.* Yes, I have examined that.

Q. Do you find evidence of the liquidation, or the crediting to Lady Howland by Mr. Hogg, of the principal money and interest for all these mortgages?—*A.* Not by any means.

Q. Now generally speaking, what do you find he has failed to credit Lady Howland with in these accounts produced, so far as a number of the securities are concerned?—*A.* I find evidence—(Interrupted) 20

HIS HONOUR : Does this not refer to Exhibit 40, \$23,855.10?

Mr. SLAGHT : No, this is an independent investigation.

Summary of payments admitted, made by Mr. Martin, put in by Mr. Slaght, and marked Exhibit 41.

To Mr. SLAGHT : *Q.* I am going to take some of these mortgages up with you, I don't want to go through them all, will you admit a mortgage that doesn't show liquidation; the Kavanagh mortgage?—*A.* That is one of them.

Q. Does that show liquidation?—*A.* There is nothing in Mr. Hogg's statement showing that the Kavanagh mortgage was paid, he has not charged himself with the principal money of the Kavanagh mortgage, and we heard in the evidence that the Kavanagh mortgage had been discharged. 30

Q. Although we heard this morning that the Kavanagh mortgage had been discharged?—*A.* Yes. There are sixteen mortgages of that kind.

Q. HIS HONOUR : How did you learn that the mortgages existed?—
A. I looked through the statement Mr. Hogg fyled and also the books, and discovered evidence of interest having been paid on certain mortgages, therefore, I presumed these mortgages existed, and presumed they must either have been paid off or turned over to the Trust Company in the conclusion of the matter. 40

Q. HIS HONOUR : Will you tell where you found the very first evidence of the Kavanagh mortgage in this investigation?—*A.* The first entry I noticed of the Kavanagh mortgage is an entry of December 20th, 1886, in which there were three items included, Douglas, Kavanagh and J. Martin loans \$157.00. I have to go somewhat on guess work in this matter, but I am assuming that the interest on the Douglas mortgage in this entry is

\$56.00, and the Martin interest is \$53.00, which would leave the interest on the Kavanagh loan for a period of six months, \$48.00.

Q. HIS HONOUR: What was the principal money?—*A.* I was trying to arrive at the principal by making a calculation of the interest. We know what the principal is now. It was disclosed this morning. It is \$4000.00, and I have no record of that having been liquidated.

Q. Mr. SLAGHT: Mr. Hogg has come forward showing an account, is there anything in this account he has fyled where he shows he turned over this money to Lady Howland on the Kavanagh mortgage, the Kavanagh principal money?

HIS HONOUR: Are you charging him with the Kavanagh mortgage now?

Mr. SLAGHT: Yes, your Honour, \$4000.00.

Q. HIS HONOUR: Is there any other entry of a payment on that Kavanagh mortgage?—*A.* There is another entry of interest, that is all.

Mr. MCKAGUE: There is more than that, too.

THE WITNESS: There may be, but there is no evidence of the principal being paid.

To Mr. SLAGHT: *Q.* Now take the Brophy mortgage, what evidence is there of Mr. Hogg having received interest for Lady Howland?—*A.* Mr. Hogg admitted this morning in evidence that he had placed a \$2500.00, mortgage with Brophy.

Q. You have made a careful search to find anywhere in this account, or in Mr. Hogg's books, that is in the books he has produced in Court, evidence which shows that he paid over that principal money of the Brophy mortgage to Lady Howland, or accounted for it?—*A.* There is something paid on the Brophy mortgage, but we don't know how much. On August 2nd, 1902, there is an entry where Mr. Hogg has paid \$664.88, but I don't know how much of that is to be applied on the Brophy mortgage as principal.

Q. But he should probably get some credit as he got back part of the Brophy mortgage?—*A.* Yes, I think it was \$450.00.

Q. Then other than the \$50.00, which you call my attention to, do you find that he has produced any other evidence of turning that mortgage over to her?—*A.* No.

Q. HIS HONOUR: Nor any payments on account?—*A.* No, sir, not of principal.

To Mr. SLAGHT: *Q.* Now the Douglass mortgage?—*A.* We learned to-day that the mortgage was \$5,000.00. The only evidence about repayment of principal is found on July 15th 1892, when \$200.00 is accounted for, and the Douglass mortgage has been paid off, and that is all that occurs.

Q. The loan was \$5,000.00?—*A.* Yes.

Q. Mr. HOGG: There were two Douglasses, one was a \$1500.00 loan?—*A.* If it is C. A. Douglass, it is a loan of \$1500.00, and there is a repayment of \$200.00.

*In the
Surrogate
Court.*

Defendant's
Evidence.

No. 9.
N. L.
Martin.
Examina-
tion—
continued.

*In the
Surrogate
Court.*

Defendant's
Evidence.

No. 9.
N. L.
Martin.
Examina-
tion—
continued.

Q. HIS HONOUR: That reduces the indebtedness by \$3,500.00, and the interest on it?—A. Yes, yes, but it has nothing to do with that former summary.

To Mr. SLAGHT: Q. That Douglass mortgage appears to have come into existence in 1886, doesn't it?—A. Yes.

Q. And to have run down for a number of years. Do you find that the accounts produced by Mr. Hogg and the payments of interest which he inserts in his account as having been made to Lady Howland, assuming that all the payments were made that Mr. Hogg claims credit for, would the interest be kept paid up to Lady Howland?—A. Well, I am not 10
sure of that, I would have to make a pretty careful examination to see if all the interest was credited to Lady Howland's account.

Q. I thought you had done that in some cases?—A. I have done it in some cases.

Q. I notice here there are no interest items recorded in the statement between the dates of February 15th 1894, and October 31st, 1900, which is a gap of about six and a half years?—A. All I can say about that is, that Mr. Hogg just pointed out that there are two Douglass mortgages, and it may be that the Douglass mortgage which enters into the account refers to R. C. Douglass. 20

Q. Your investigation finds a gap?—A. Yes, but there may be a different Douglass.

Q. Now what other mortgage?—A. We have already referred to the Kavanagh mortgage.

Q. What is the next one?—A. The Lyons mortgage.

Q. Go ahead with the Lyons mortgage?—A. The Lyons mortgage was a \$1500.00 mortgage, according to the evidence we had this morning.

Q. According to the evidence we had this morning, or did you investigate to see if you could find any evidence in these books and accounts, of interest having been received by Mr. Hogg, on that?—A. There 30
are some interest payments received and as we heard the mortgage was made in July 1888.

Q. And was for \$1500.00?—A. The first it appears in the statement is July 26th 1891, interest on Lyons mortgage \$52.00.

Q. That is the first payment?—A. The first I see of the Lyons mortgage at all is July 26th 1891.

Q. Do you find that he paid some interest in 1891, 1892, 1893 and 1894?—A. Yes.

Q. Do you find that he paid anything on principal?—A. Yes, on February 3rd, 1895, there seems to have been a payment made on the Lyons mortgage of \$405.00, interest and principal together, and you 40
can't tell which is which.

Q. On page 3, of Mr. Hogg's amended statement fyled, under date February 3rd 1895, there is an item of \$405.00?—A. Yes, and on the opposite page we find that he received \$405.00.

Q. HIS HONOUR: Do you make in Exhibit 40, which you put in, and the calculation, did you make any allowance for the payment that

appears to have been made?—*A.* No, sir, the results arrived at in these Exhibits are arrived at by a totally different method. I am now detailing some matters in connection with the mortgages, but the result I obtained by that summary, was not obtained in this way at all.

Q. HIS HONOUR: You are basing your calculation on the assumption that nothing was paid, and the result would be so much?—*A.* No, I am giving credit for all that was paid.

To Mr. SLAGHT: *Q.* On Exhibit 41, his Honour points out that?—*A.* Exhibit 41, is a calculation I made this afternoon, and has nothing to do with the work that was done in the office prior to coming here. I am only going over some of the mortgages now to show that he is responsible for the principal on mortgages that were evidently paid.

Q. This is an estimate of the mortgages?—*A.* Yes.

Q. And what you are giving us now is an actual analysis found in the books, a statement regarding certain loans?—*A.* Yes. On the Lyons mortgage there is some payment of principal credited to the account which couldn't in any case be more than \$405.00, and the balance is not accounted for.

Q. HIS HONOUR: The correct amount you say Mr. Hogg received from Lady Howland for investment was \$19550.00, and you calculate interest for thirty-four years, and you say that under that he would be owing \$62000.00, and from that you deduct \$8200.00, turned over, which leaves a balance of \$54000.00 odd dollars, and you give him credit for all he has paid, under the statement?—*A.* Yes.

To Mr. SLAGHT: *Q.* What is the next mortgage?—*A.* The Gisborne, and I learned to-day that was a \$5000.00 mortgage.

Q. What evidence did you find in the accounts that he had accounted for certain moneys to Lady Howland in that?—*A.* There are certain interest items in the account, paid to her, but there is no evidence of the mortgage ever having been paid to her, or accounted for to Lady Howland.

Q. Do you find that he paid her interest in the year 1887?—*A.* \$150.00 on March 12th. There is no record of interest having been paid until November 4th 1902.

Q. Mr. SINCLAIR: Oh yes, it occurs on October 7th 1888, and it occurs in 1889?—*A.* It was taken over by a man named Patterson. I see the interest is recorded here regularly until 1900, and then from April 8th 1900, to November 4th 1902, there is no interest paid, it is an interval of two years and seven months.

Q. HIS HONOUR: And you have charged interest for thirty-four years?—*A.* That is a different calculation altogether.

To Mr. SLAGHT: *Q.* Now what is the next mortgage?—*A.* The next mortgage is Thomas Crawley.

Q. Of \$1500.00?—*A.* Yes, and there is an item there January 3rd 1895, crediting \$45.00 interest. I don't know whether that was a reinvestment or not.

*In the
Surrogate
Court.*

Defendant's
Evidence.

—
No. 9.

N. L.
Martin.

Examina-
tion—

continued.

*In the
Surrogate
Court.*
—
Defendant's
Evidence.
—
No. 9.
N. L.
Martin.
Examina-
tion—
continued.

Mr. SLAGHT: The Crawley mortgage as Mr. Martin points out, is one that Mr. Hogg wouldn't say whether it was a re-investment or not.

To Mr. SLAGHT: *Q.* What have you to say about that mortgage, Mr. Martin?—*A.* The Crawley name again appears in January and 10th July 1897, grouped with some other names, but just how much interest was collected from Crawley, I can't tell, and that is all I know about the Crawley mortgage, there is no evidence of liquidation.

Q. By that, you mean there is no evidence Mr. Hogg has shown so far that he has paid the principal of the Crawley mortgage over to Lady Howland?—*A.* No, there is no such evidence.

Q. What is the next mortgage?—*A.* The Jones mortgage. We learned that that mortgage was \$400.00.

Q. What about the Jones mortgage?—*A.* There are a couple of little items of interest credited in the statement in connection with that loan, but there is no evidence that the principal was paid.

Q. How much are the payments?—*A.* About \$14.00 each.

HIS HONOUR: Are you claiming this \$400.00 against Mr. Hogg?

Mr. SLAGHT: Yes, your Honour.

HIS HONOUR: And the same with the Crawley mortgage?

Mr. SLAGHT: Yes, your Honour.

HIS HONOUR: Crawley's mortgage was for how much?

Mr. SLAGHT: It was for \$1500.00 and the Jones mortgage was for \$400.00. Mr. Martin has told us there was no record of that mortgage having been paid or accounted for to Lady Howland.

To Mr. SLAGHT: *Q.* And we were told here this morning that it had been discharged?—*A.* Yes.

Q. What is the next mortgage?—*A.* John McDougald, and that we learned was a \$2250.00 mortgage, but there is no evidence in the accounts that it had been accounted for.

Q. Was any interest paid on that?—*A.* Yes, the last interest was paid in July 1907, but which time the mortgage may have been paid off, I don't know.

Q. How much was that?—*A.* \$2250.00.

Q. Now what was the next mortgage?—*A.* The next one is the Betts mortgage. That one has been apparently liquidated and accounted for.

Q. It was for how much?—*A.* \$1100.00.

Q. Have you checked over closely enough to be able to say whether Mr. Hogg has accounted in this account for having turned over to her the interest regularly on the Betts mortgage?—*A.* I can't tell, there was no interest recorded in the statement for the years 1900 and 1901, but they crop up again in 1902, and they are fairly regular then until 1910.

Q. Now then when you say there are no interest payments recorded in the statement for the years 1900 and 1901, has Mr. Hogg furnished any statement that you can find, that he paid interest these years to Lady Howland on these items?—*A.* No, it is hard to check the interest because there is interest grouped together in three and four items, and that is why I couldn't make any definite calculation of interest.

Q. Now what is the next?—A. The next is the Hyland mortgage.

Q. For how much?—A. \$200.00. Now that is paid in, you notice.

Q. Don't give any you know he has accounted for? Now there is a Dickson. There is an entry of interest on Hyland, Dickson and Patterson loans.

Mr. HOGG: It was Dickson Patterson.

THE WITNESS: There was only the name Dickson Patterson. There was a man named Armstrong, there was a \$1000.00, and I can only
10 find \$400.00 credited on the 27th of February 1903.

Q. Mr. SINCLAIR: The entry is, that it was the balance?—A. Yes, but there is no previous entry, that is the only item in the loan. The Armstrong loan was October 1902, and it appears in the statement as "balance Armstrong loan" in February 1903, some months later.

Q. HIS HONOUR: How much was paid then?—A. \$400.00.

To Mr. SLAGHT: Q. So that would leave \$600.00 there, that Mr. Hogg has not accounted for, as being turned over to Lady Howland?—A. Yes.

Q. Then what is the next?—A. The next is a mortgage of Morrison & Fudge.

Q. Morrison & Fudge, and we heard about that this morning, what was
20 the amount?—A. \$3500.00. Mrs. Bethune's notes say that on April 9th, 1897. \$500.00, of the principal was paid, and the mortgage was discharged in July 1911, but the statement does not show any record of the loan having been liquidated.

Q. Now what is the next? You say \$500.00 was paid on that according to Mrs. Bethune's own book?—A. Yes. She says it was discharged in 1911, so I presume she must have been satisfied when she got the money.

Q. Now what is the next?—A. There is something here about an O'Reilly mortgage. I don't know whether that has been paid in full or not, because I haven't got the evidence of it, but I rather think it has been.
30 I don't know whether the interest is all satisfactorily accounted for or not.

Q. Is there any evidence you can find of his paying that O'Reilly mortgage moneys over to Lady Howland?—A. On July 5th, 1910, there is an item of \$1400.00, O'Reilly loan, but I don't know whether that was the correct amount of principal on the loan or not. There is nothing to show there was anything paid out.

Q. Then what is the next?—A. The next there is the O'Toole mortgage. That is mixed up with a lot of other people, and I don't know how much it was, but November 4th, 1902, there is interest of O'Toole and others. There is an item on October 30th, 1903, of \$100.00, of principal, but I
40 can't find any entry of the balance having been paid, that is only on account.

Q. You do find \$100.00, paid on the principal?—A. That is the last item I find.

Q. Are you reading from Mr. Hogg's description of the one who paid the money?—A. It is from Mr. Hogg's statement I have May 7th, 1903, and again on October 20th, 1903.

*In the
Surrogate
Court.*
—
Defendant's
Evidence.

No. 9.
N. L.
Martin.
Examina-
tion—
continued.

*In the
Surrogate
Court.*

Defendant's
Evidence.

No. 9.
N. L.

Martin.
Examina-
tion—
continued.

Q. And beyond that it is a mystery?—*A* I don't know anything more about it than that. These are all the mortgages I have discovered, and not been accounted for.

Q. You have been asked to take, say for instance the year 1905, and to make a parallel for the Court as between the statement prepared and fyled, the amended statement and the ledger account of Lady Howland's with Mr. Hogg, have you done so?—*A.* Yes.

Q. For the year 1905?—*A.* Yes, and in 1907, I just took the two years.

Q. What do these statements disclose?—*A.* It shows that the statement Mr. Hogg made up has not been made from the ledger at all, one hasn't anything to do with the other, it doesn't link up at all, in other words the statement he fyled does not agree with the ledger. 10

Q. Does the statement he fyled here—does it or does it not agree with the books?—*A.* Not in the slightest degree, or scarcely in the slightest degree.

Q. We will see what that means?

Parallel statement prepared by Mr. Martin for the years 1905 and 1907, put in by Mr. Slaght, and marked Exhibit 42.

Q. Taking this year 1905, you have extracted Lady Howland's account in Mr. Hogg's ledger?—*A.* Yes. 20

Q. And it shows items, cash received by him for her, totalling what?—*A.* The total is \$600.75, but the statement includes an item of \$2000.00, on coal stock, which doesn't appear in the ledger, and it shows in the statement \$2,443.83, then an item is paid out.

Q. HIS HONOUR: What is that?—*A.* I said that the statement prepared by Mr. Hogg shows that in the year 1905, he received for Lady Howland \$2,443.83, whereas his ledger shows that he received \$600.75, but in the ledger he doesn't include an item of \$200.00, which was in the statement with regard to coal stock.

To Mr. SLAGHT: *Q.* Now look at Exhibit 2, Mr. Hogg's ledger, and Lady Howland's account in it for the year 1905, she starts off with \$7.00?—*A.* We didn't include that. 30

Q. Then you find that his ledger shows he received for her during that year \$600.75?—*A.* Yes.

Q. Now then when you come to take what he shows on the statement furnished to the Court in this accounting, as having been received that year for Lady Howland, if it was not for a certain \$200.00, item he received for her \$443.38, is that correct?—*A.* Yes.

Q. Then he has put in a \$2000.00, item in his accounts now which he didn't have in his ledger?—*A.* Yes. 40

Q. And you don't find that \$2000.00, item in his books?—*A.* No.

Mr. SLAGHT: Your Honour heard what Mr. Hogg said, that it was a \$2000.00, item until there was some investigation, and then he said it was a mistake.

Mr. SINCLAIR: That is an improper statement to make, and it is not true about Mr. Hogg's evidence.

Mr. SLAGHT: I don't want to make an improper statement.

HIS HONOUR : I have no comment to make.

To Mr. SLAGHT : *Q.* You didn't find that \$2000.00, in the books at all?—*A.* No.

HIS HONOUR : I am not going to force Mr. Sinclair on to-night, if he feels unprepared to go on.

Mr. SINCLAIR : I would like to look at these things to-night, and see what they mean, and what bearing they have on the evidence, because I have not even seen them yet, those last Exhibits.

HIS HONOUR : We will adjourn, and go on in the morning.

*In the
Surrogate
Court.*

Defendant's
Evidence.

No. 9.
N. L.
Martin.
Examina-
tion—
continued.

10 19th March, 1927,

To Mr. SLAGHT : *Q.* Your Honour, there is a matter which I omitted to ask this witness about yesterday, and I would like to ask it now. There is something, Mr. Martin, which came up during your investigation regarding the McDonald security?—*A.* There is nothing in the statement in regard to the McDonald matter at all, but in the books I did find a reference to payments of interest. On March 14th, 1907, July 3rd, 1907, and on November 2nd, 1907, there appears evidence of interest having been paid to Mr. Hogg, \$33.00, in each case, having been paid to Mr. Hogg by way of interest on this mortgage, and presuming that the interest would be six
20 per cent., that would mean it would be a \$1100.00, mortgage.

Q. Did you find any evidence of the principal having been paid?—*A.* There is no evidence of the principal having been paid, and it does not appear in the statement Mr. Hogg produced, either interest or principal.

Q. These items are omitted from the statement?—*A.* Yes, they don't appear in the statement.

Q. In your investigation of such books as were produced as Exhibits, and all these accounts, did you find in the books any evidence that there had been a trust account kept by Mr. Hogg?—*A.* Yes.

Q. What would be the character of the evidence that would disclose
30 that to you?—*A.* Well, in the ledger, in one of the ledger accounts I discovered that moneys as collected by Mr. Hogg, were deposited in a trust account.

Q. Has that trust account been produced for our investigation?—*A.* No, I have never seen it.

To Mr. SINCLAIR : Cross-Examined :

Q. Have you the dates of the entries of the Trust account?—*A.* I think it was only in one section here. It was in 1905 and 1907.

Q. And only in those two years?—*A.* Yes, I think those are the only years when the Trust Account appears in the books.

Q. Do the books show what Bank the Trust Account was in?—*A.* No,
40 it doesn't show what Bank it was in.

Q. What is the name of your firm in Toronto?—*A.* I just practise under my own name, N. L. Martin.

Cross-ex-
amination.

*In the
Surrogate
Court.*
—
Defendant's
Evidence.
—
No. 9.
N. L.
Martin.
Cross-ex-
amination—
continued.

Q. I gathered from something you said yesterday that you had an extensive staff?—A. Yes, we have a large business.

Q. How many on the staff?—A. Oh about thirty.

Q. I suppose a good many of them are accountants, are they?—A. Yes, about twelve, I should think.

Q. Then your firm had access, I understand to all the Exhibits that were sent up to Toronto?—A. I presume all of them, we had the books, but not in our office.

Q. You examined them in the office of the Toronto General Trust Company?—A. Yes, in the office of the Toronto General Trust Company. 10

Q. Were all the books and Vouchers examined?—A. Yes, with more or less thoroughness.

Q. You examined them more or less thoroughly?—A. I said more or less thoroughness.

Q. Did you make that investigation personally?—A. Most of it, and what I didn't I checked.

Q. Was it all passed under your personal supervision?—A. One member of my staff made a statement, and another member made a complete copy of the accounts as it had been in Lady Howland's books, and I checked over the whole work in my office. 20

Q. And I may take it that the evidence you have given on this enquiry is the best result you were able to arrive at?—A. The best I could do in the time.

Q. The books were up in Toronto for a couple of weeks or more?—A. My instructions were to devote a certain amount of time.

Mr. SLAGHT: And money?

To Mr. SINCLAIR: Q. May I ask how much time you were instructed to put on the books?—A. Oh, five days.

Q. You put in a statement yesterday, Exhibit 41, in which you start with a statement of principal payments admitted \$19,550.00?—A. Yes. 30

Q. I have here, made up from the books and the mortgage list I had yesterday, a statement of the investments and of the re-payments—I would like you to look at them. You will observe that when you reach May 1886, the outstanding mortgages were \$18,000.00, that is correct isn't it?—A. That is what this statement says.

Q. Yes, by the statement it is correct?—A. Yes.

Q. Then you will observe that Martin, whose mortgage appears in the earlier part of the statement as of June, paid off his mortgage?—A. Yes.

Q. And it was re-invested apparently in the Lyons mortgage?—A. Yes.

Q. Why do you include that \$1500.00 a second time in making your 40 account of principal?—A. I don't know that I did. This figure was taken as a result of Mr. Hogg's admissions in giving his evidence, as having been moneys received from Lady Howland for investment, and this Exhibit 41, was made up yesterday just prior to the meeting of the Court.

Mr. SLAGHT: That statement better not be Exhibit anything, until the one who prepared it should submit himself for cross-examination. I do not want it marked until I am able to cross-examine the producer.

My friend is purporting to put it in, and it shouldn't be in until someone verifies it.

To Mr. SINCLAIR: *Q.* If the statement is correct, it would be evident would it not, that the principal was only \$18,050.00, since it appears that the Martin mortgage was paid back and re-invested?—*A.* It would appear that the Lyons mortgage was not a new mortgage, but a re-investment.

Q. If that is correct, the statement in Exhibit 41, would not be correct, would it?—*A.* It would be \$1500.00, less.

Q. You made this calculation yourself I understand, yesterday?—
10 *A.* Yes.

Q. Taken out of Mr. Hogg's evidence given originally, is that what you say?—*A.* Given yesterday morning.

Q. Evidence given by him on Mr. Slaght's examination on the list of mortgages that I had culled from the Registry Office?—*A.* Yes.

Q. Only based on that?—*A.* Yes.

Q. HIS HONOUR: I understand you to have accepted his testimony as being an explicit admission, that he had received the moneys?—*A.* Yes, sir.

To Mr. SINCLAIR: *Q.* You mean by that, he had originally received the
20 \$19,550.00, from her as investments?—*A.* Yes, that is as I understood Mr. Hogg's testimony.

Q. Then if there is an error to the extent of \$1500.00, it would make a very material difference in a calculation at six and a half per cent. for 34 years, would it not?—*A.* Yes. It must be borne in mind that that little calculation was a very rough estimate of the situation, it was not a result of the examination of the books or anything of that sort, it was just sort of a guide.

Q. It was an assumption by you of his having in his hands for 34 years
30 \$19,550.00 invested at six and a half per cent interest?—*A.* Yes, but of course we give credit for some returns of money later on in the statement, you will see.

Q. Yes, for a bulk return at the end?—*A.* Yes.

Q. If, as I think it can, be shown by this statement, moneys were received, were returned from time to time during the whole period and re-invested, that would make a very considerable difference in your calculation?—*A.* Yes, it might.

Q. It might?—*A.* It would, yes.

Q. Then are you prepared to say on this examination, that the result of your investigation is that there is owing by Mr. Hogg to this estate
40 \$27,546.46?—*A.* I never said that.

Q. Did you find that he owed \$20,000.00?—*A.* I wouldn't like to venture any estimate.

Q. Did you find that he owed \$5000.00?—*A.* I wouldn't care to make any estimate of a sum that Mr. Hogg owes to this estate.

Q. You are not prepared to say that he owes anything?—*A.* I am not prepared to say.

*In the
Surrogate
Court.*

Defendant's
Evidence.

No. 9.
N. L.

Martin.
Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*
—
Defendant's
Evidence.
—
No. 9.
N. L.
Martin.
Cross-ex-
amination—
continued.

Q. You are not prepared to say that Mr. Hogg owes any amount to this estate?—A. I am not prepared to verify it, and therefore I am not in a position to say.

Q. Did you say that the \$19,000.00 ever came back into Mr. Hogg's hands from the borrowers?—A. Not in my investigation.

Mr. SLAGHT : That was admitted by Mr. Hogg.

HIS HONOUR : What was admitted.

Mr. SLAGHT : That he collected these moneys from the people he loaned it to.

THE WITNESS : It is quite clear it must have been so or he wouldn't have had any money in his hands to make subsequent loans. 10

Mr. SINCLAIR : Yes, quite easily.

THE WITNESS : I am not arguing it.

Mr. SINCLAIR : No, but I am.

To Mr. SINCLAIR : Q. Your total you say that is to be accounted for is \$62,755.00 and after you give credit for the \$8200.00, it leaves a balance of \$54,555.00, from which you take a sum of \$31,296.64, which you arrive at as being the amount re-paid to Lady Howland by the statement?—A. That is what the statement shows, yes.

Q. Leaving an apparent balance then of \$23,258.36?—A. Yes. 20

Q. If you take from that this \$1500.00 of re-investment, that would reduce the apparent balance as I understand it to \$21,758.36?—A. Without having the figures there, I presume that is right, yes.

Q. Then I understand that Mr. Hogg paid \$10,184.00 to Lady Howland by his statement that he put in?—A. I haven't seen that. I heard it discussed in Court here.

Q. And subsequently turned over \$8200.00?—A. Yes.

Q. Which would leave an apparent balance of \$3374.36?—A. The mortgages turned over have already been deducted in that statement.

Q. They are deducted after you charge him with the interest, you know?—A. Yes. 30

Mr. SLAGHT : I don't want my learned friend to be under any misapprehension in regard to the statement of \$10,184.00 being admitted by me as paid by him, because it includes the item of \$1600.00, which is like the Martin case, and so on, which we say were never paid at all by anybody.

Mr. SINCLAIR : I understand that. Now this statement I have here, your Honour, is based upon the statement of yesterday which has been put in, a statement of the mortgages which Mr. Slight examined upon. That statement contained with respect to each mortgage, a considerable quantity of information, its particular date, and date of registration, the mortgagor, the rate of interest, and the time it was ultimately to be paid. This statement I have here just shows the date of the mortgage, the name of the mortgagor and the amount agreeing exactly with the statement of yesterday. I prepared it last night and it contains in the second column the repayment of the mortgage as indicated by the registration of a discharge, and the third column shows the balance of mortgage money from time to time outstanding in mortgages as a result of the deduction of repayments. I made 40

that up last night, and it is accurate, and that it is accurate is shown by the fact that when you get to the end, and the amount of \$8200.00 representing the mortgages turned over to the Trust Company, the difference between the column is \$8200.00. I just prepared it for your convenience.

*In the
Surrogate
Court.*

HIS HONOUR: When you refer to the second column you refer to the monetary column?

Defendant's
Evidence.

Mr. SINCLAIR: Yes, the monetary column of repayment, because the mortgages were discharged, and as I assume when they were discharged that Lady Howland got the money, otherwise she would not have executed the discharge. It is prepared for the purpose of showing that the mortgages that were turned over were really the mortgages I found in my search in the Registry Office, and I wish this to be put in as an Exhibit.

No. 9.
N. L.
Martin.
Cross-ex-
amination—
continued.

Mr. SLAGHT: If there is some one who will swear as being the one who prepared this, I think it should be put in as a proper Exhibit.

Mr. SINCLAIR: I prepared it with a representative of the Trust Company last night, and we went over the figures and I had it typed exactly. Do you wish to cross-examine?

Mr. SLAGHT: My learned friend has adopted a peculiar attitude on the fourth day of this investigation. I accepted him as Counsel, not as a person to verify a statement, if it is put in as being a convenient collection of something, that is all right, but as an Exhibit in the case I object to it.

Mr. SINCLAIR: I prepared it as Counsel, and it is a correct statement.

HIS HONOUR: I will hear you under oath, Mr. Sinclair, provided that this is an exact statement of the account.

Mr. SINCLAIR: Yes, your Honour, I am willing to be sworn, if my learned friend wishes.

(This witness was recalled, see page 189.)

No. 10.

Evidence of R. V. Sinclair.

R. V. SINCLAIR—Sworn.

Plaintiffs'
Evidence.

30

To HIS HONOUR: Q. You wish to testify as to this statement you have prepared, Mr. Sinclair?—A. Yes, your Honour. Mr. Land, the representative of the Trust Company, and I went over the account which Mr. Hogg submitted, and went over the statement which I had extracted from the Registry Office, and in which we entered the details of all the mortgages that I was able to find there as having been prepared in favour of Mrs. Bethune or Lady Howland. The first column of the statement, headed Debtor, contains a true statement of the principal moneys as they appear in the mortgages referred to, the details of which mortgages are in the Exhibit fyled yesterday. The second column contains, opposite dates, which are the dates of the discharge, the amount of the principal moneys appearing in the mortgages so discharged. The ultimate balance on the third page, being the difference between the debtor and creditor columns in column 3, agrees with the amount of mortgages handed over by Mr. Hogg to the Toronto General Trusts Company.

No. 10.
R. V.
Sinclair.
Examina-
tion.

40

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 10.
R. V.
Sinclair.
Cross-ex-
amination.

To Mr. SLAGHT (cross-examined): *Q.* Then, Mr. Sinclair, the statement that you produced, first, you went where for your information to compile it? —*A.* I went to the account fyled by Mr. Hogg, and the statement which I prepared myself at the Registry Office, whether I looked at that one first, or the other one first, I don't know, I used them both in preparing this statement.

Q. Did you examine his books in preparing it?—*A.* No, I prepared it from these two things.

Q. Or his Bank account, so as to know what moneys were received by Mr. Hogg?—*A.* The statement does not purport to be a statement of moneys received by Mr. Hogg, and doesn't so state, and I didn't look at those things. 10

Q. Do you suggest that the moneys set out, we will say in the first column, Brophy, Kavanagh, Douglass, and so on—do you suggest those moneys were not received by Mr. Hogg or Lady Howland?—*A.* I do not make any suggestion at all, I say that that amount of money was loaned on these mortgages.

Q. Are you able to give the Court any help to say when Mr. Hogg received \$4000.00, for Kavanagh, and so on, to invest for her?—*A.* I don't know that he ever received it.

Q. Do you suggest that he did not?—*A.* I don't make any suggestion at all, because I am not in a position to do it. 20

Q. Point out any of these items where Mr. Hogg reinvested money for Lady Howland which you after your investigation can suggest did not come to Mr. Hogg's hands, if there are any such?—*A.* I don't know whether the moneys came to Mr. Hogg's hands, or whether the mortgagors paid them to Lady Howland, and she issued the cheque for a new loan direct to the borrower, I can't tell, I don't know anything about it.

Q. I am inviting you to indicate any single item where the mortgage was paid off and entered on the statement by Mr. Hogg, who evidently gives you the data, to produce any single item you can point out that did not pass through his hands, because if there is any we should give heed to it now, and here is an opportunity I give to you to indicate any such item?—*A.* How can I indicate any such item. I don't know anything about it. 30

Q. Then that closes that. Did you put in a McDonald mortgage, I don't find any McDonald mortgage?—*A.* I didn't find any McDonald mortgage in my search, so I didn't put it in, there isn't any.

Q. Will you say that those are all the mortgages, as a result of a search?—*A.* Those are all the mortgages that I could find recorded in the Registry Office in favour of Lady Howland or in favour of Mrs. Bethune.

Q. How long were you in the Registry Office, on the task?—*A.* I was at the Registry Office four or five days, I made a very careful examination from 1884, down to the time the mortgages were handed over to the Trust Company. 40

Q. When you say in the Registry Office four or five days, do you mean entire days?—*A.* I was there from ten in the morning till one, and from shortly after two till the Registry Office closed, I did it as carefully as I could.

Q. Exhibit 25, is a letter from your client, dated January 16th, 1906, in which he says the coal stock when sold produced \$2000.00, "of this I send you \$200.00, the balance \$1800.00, was loaned on a mortgage to the Capital Real Estate Co., which is as good as gold." Did you find such a mortgage?—A. No. I found an \$800.00 mortgage and a \$1700.00 mortgage, but I found no \$1800.00 mortgage to the Capital Real Estate Company.

Q. I just wanted to establish that with your other admissions?—
A. Quite so.

10 Q. Does your investigation go far enough to enable you to tell the Court what happened to the \$1800.00 to the \$1800.00 mortgage, which this letter states he had loaned on a mortgage to the Capital Real Estate Company?—A. I made no investigation about that, I was dealing with the mortgages.

Statement prepared by Mr. Sinclair dealing with the mortgages, put in by Mr. Sinclair, and marked as Exhibit 43.

Mr. SLAGHT: I think that is all I want to ask Mr. Sinclair.

20 Mr. SINCLAIR: My instructions are that after Lady Howland's death, your client, Mrs. Campbell, took possession of all her papers and documents, and I ask you to produce a statement of mortgages sent by Mr. Hogg to Lady Howland on the 12th March, 1912?

Mr. SLAGHT: My client instructs me that Mrs. Lindsay, for whom you first appeared in this enquiry, took Lady Howland's trunk and all her papers, when Lady Howland was removed shortly before her death, to Toronto, and still has them, except such fragmentary papers as have been produced here from time to time. Mrs. Campbell was not present when her mother died, she having died at Mrs. Lindsay's home.

30 Mr. SINCLAIR: My instructions from Mrs. Lindsay, whom I still represent, are to the contrary, and I would ask Mrs. Campbell to produce all the documents which she may have, relating to the dealings between Mr. Hogg and her mother.

Mr. SLAGHT: Your instructions from Mrs. Lindsay must be erroneous, because there is no volume of documents such as you indicate, and I am instructed that Mrs. McDougald, another daughter of Lady Howland's, took a good many.

40 Mr. SINCLAIR: I just wanted to clear it up, because I quite understand that if you had any papers in your possession you would produce them, and you haven't any, you say. There is a letter of the 12th March, 1912, from Mr. Hogg to Lady Howland, in which he encloses a statement of mortgages he sent at that time, and I would like to get that statement.

Mr. SLAGHT: Does the letter make any reference to the amount?

Mr. SINCLAIR: It says, I enclose you a statement of all the mortgages.

Mr. SLAGHT: Then have you not got a copy of the statement that was sent?

Mr. SINCLAIR: No, that is the trouble, that is why I asked you to have Mrs. Campbell produce it, as there seems to have been no copy made of the statement.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 10.

R. V.

Sinclair.

Cross-ex-
amination—
continued.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 10.

R. V.
Sinclair.
Cross-ex-
amination—
continued.

Mr. SLAGHT : Are you going to have the letter put in as an Exhibit ?

Mr. SINCLAIR : It is already marked Exhibit 12. It says, "I enclose statement of the mortgages." That is the reason I have drawn attention to it. We haven't any copy of it, and I thought Mrs. Campbell might have kept all the statements.

Mr. SLAGHT : You have all the books, you have the mortgage book, you can see what the mortgages are.

Mr. SINCLAIR : Yes, but a statement of that kind, sometimes there is a letter press copy of it, but there hasn't been of this, and I thought the original having been sent to Lady Howland, you would be likely to have it. There are certain Exhibits and documents which were referred to yesterday which we do not have, and which we have not yet been able to find, and I understand, your Honour has given me permission to fyle them when we meet to argue the case, which I suggest better be after the evidence has been transcribed, because this evidence will run over 100 pages I should think, and it will take a little time to get it out. 10

HIS HONOUR : It would have to be documents which cannot be questioned.

Mr. SLAGHT : What are they ? I think I will say now, I do not ask you to prepare any bill of costs. So far as we are concerned his Honour may accept that bill of costs for these amounts, we are prepared to say they were incurred, and I do not want to insist upon any bills of costs being prepared. 20

Mr. MCKAGUE : There were some three or four items all told.

Mr. SLAGHT : The matter of deferring the argument in this case, is one—I do not know what your appointments are this morning, but if we could spend a little time in discussing the situation, it would be better for every one, it is letting this get cold, and then having to revive it, but your Honour has had a good deal of experience in these matters, they are difficult I know, and I hesitate in a matter of this kind, to adjourn it, and then come back and take it up again ? 30

HIS HONOUR : There is a possibility that I may have to leave in a few minutes to take another matter, because the visiting Judge who was here this week, has gone away, otherwise I am at your disposal.

Mr. SLAGHT : I take it from you, that you think I am threatening to take all day, but with my learned friend's ability and knowledge of the circumstances, we could take a little while for discussion, which might help all of us.

HIS HONOUR : We will finish the examinations first, and after that we will see what can be done. Have you any questions to ask, Mr. McKague, of Mr. Sinclair ? 40

Mr. MCKAGUE : I have nothing to do with this examination, your Honour I have no questions to ask.

HIS HONOUR : Who produced the book marked Exhibit 33, list of mortgages and stocks, E. M. Howland ?

Mr. SLAGHT : We produced that, sir.

HIS HONOUR: And it is admitted it was found in the possession of Lady Howland?

Mr. SLAGHT: Yes, it was found in her possession.

HIS HONOUR: Is anybody able to give any evidence as to the hand writing in that book?

Mr. HOGG: Yes, I can say that the book is all in the hand writing of Lady Howland.

Mr. SLAGHT: She was a lady whose mind began to fail, and your Honour may remember the history of this case, her mind began to fail and in 1912 an application was made to have her declared incapable of managing her affairs.

HIS HONOUR: Then as to a date, look at the page containing the date of 1st September, 1909, I suppose her mind was clear then?

Mr. SLAGHT: Oh yes.

HIS HONOUR: I would ask you Mr. Martin to look in that book and see if you can find any of the mortgages you mentioned yesterday in Exhibit 41. You might make a memorandum of what you find there.

Mr. MARTIN: Yes, I am taking a note of them.

HIS HONOUR: You might search the book then, and advise me which of the mortgages are mentioned in Exhibits 39 and 40.

Mr. SLAGHT: After conferring with my learned friend, I will be able to accept his statement to the Court. You will remember there was an entry of \$15.25, which was entered as \$5.25, and I will accept his explanation of that.

Mr. SINCLAIR: Would your Honour mark on page 13, the item of March 5th, 1919, at the top of the page, as Betts costs \$27.00. Then I think that all that are left for me to verify is the item on the preceding page \$1,200.00, April 30th, and \$100.00.

Mr. SLAGHT: I am not being taken as assenting to the matter of \$1,600.00, and other things, that have to be argued about?

Mr. SINCLAIR: That \$100.00 has not been passed. I have a memorandum here, to see if there is a cheque for this \$100.00. Then the next item is an item of \$5.25, which may possibly be \$15.25, which is an insurance premium. Now in regard to arguing the matter to-day, I do not feel that I could do Mr. Hogg justice, or Mrs. Lindsay or Lady Howland's estate justice, if I were to attempt to argue this case this morning.

No. 11.

Further Evidence of N. L. Martin.

N. L. MARTIN.—Recalled.

40 To HIS HONOUR: Q. I understand that the first eight mortgages on Exhibit 39, are contained in Lady Howland's book?—A. There is a reference to them in Lady Howland's book.

Q. HIS HONOUR: And none of the others are referred to?—A. No.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 10.

R. V.
Sinclair.
Cross-ex-
amination—
continued.

Defendant's
Evidence.

No. 11.

N. L.
Martin
(recalled).
Examina-
tion.

*In the
Surrogate
Court.*
—
Defendant's
Evidence.
—
No. 11.
N. L.
Martin
(recalled).
Examina-
tion—
continued.

Mr. SINCLAIR: This matter is one of very great importance to Mr. Hogg who is called upon to account in an administration of over 40 years, during which time a good many of his books are gone. There are several important legal questions I will have to argue before your Honour and I would like an opportunity of carefully considering the evidence which has been given in connection with what has already been taken and transcribed, and I have not even had an opportunity to read the evidence that has been given, and transcribed, and I would like to read it and see what bearing it has on the new evidence which has just been given, and as far as the expense of another trip to Ottawa is concerned, 10 to argue it, it does not seem to me to be a matter of much importance, when taken in comparison with the importance it is to Mr. Hogg, so that I may do justice to him.

HIS HONOUR: I am disposed to give Mr. Sinclair time to make preparation for his argument.

Mr. SLAGHT: I think there is a good deal in the way he puts it, your Honour, and it is a matter of considerable importance, and one which we will have to present very carefully to your Honour. It is unfortunate, my friend and Mr. McKague and myself are both in the same plight. 20

Mr. MCKAGUE: Could a written argument be submitted?

Mr. SLAGHT: Oh no, I would like to give the Court a verbal argument—we could submit to the Court a written argument, but personally I would prefer to argue the matter.

HIS HONOUR: And I would prefer to hear an argument by counsel.

Mr. SLAGHT: Mr. McKague has given this matter a good deal of study and thought, and so on, but he has not done as much talking as I have, and no doubt he has a keen appreciation of the matter, and if he is ready to prepare a written argument, and Mr. Sinclair and I have an opportunity of producing a verbal one on top of that, it might be 30 satisfactory to everybody.

HIS HONOUR: I would be very happy to see Mr. McKague here again, but if he should feel disposed to present a statement which he thinks is justified by the evidence, and verified by a written argument, I will be glad to accept it, if he is not disposed to come again for the verbal argument.

Mr. MCKAGUE: If there is to be a verbal argument submitted to your Honour, there may crop up questions which may be of vital interest to the other beneficiaries, as well as to the beneficiary represented here, and as we are administrators of the estate, I think that if there is to be a 40 verbal argument by Mr. Slaght and Mr. Sinclair, that we will have to submit, and instead of submitting a written argument, I will come back again for the verbal argument.

Mr. SLAGHT: Can we fix the time now for the argument?

HIS HONOUR: I can give you April 14th, if that is agreeable to all.

Court adjourned to 14th April, 1927.

No. 12.

Further Evidence of W. D. Hogg.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 12.
W. D. Hogg
(recalled).
Examina-
tion.

HIS HONOUR : I will hear you, Mr. Sinclair.

Mr. SINCLAIR : Your Honour, since our last sitting Mr. Hogg has found some more cheques, which I would like to put in, and I would also like to ask Mr. Hogg a few more questions, in regard to them, if there is no objection.

HIS HONOUR : I have no objection to hearing any further evidence that you have to offer, by either counsel.

10 Mr. SINCLAIR : On June 20th, 1919, in regard to an entry which appears on page 13, of the account, which is a payment by Armstrong in full of the Atcheson mortgages, and I have the cheque for the amount, which I think perhaps should go in as an Exhibit.

Mr. SLAGHT : Have Mr. Slaght verify them, and put them all in together.

Mr. SINCLAIR : Very well, then your Honour I will recall Mr. Hogg.

W. D. HOGG, recalled on re-examination.

To Mr. SINCLAIR. Q. Mr. Hogg, I show you a cheque, will you tell me what that was?—A. That was the payment of the Atcheson mortgage, it was upon Mrs. Loughran's property. It was given for the discharge
20 of the mortgage.

Q. I also show you a cheque dated June 22nd, 1921, in favour of R. Stewart & Co., for \$5.75?—A. Yes, that is right.

Mr. MCKAGUE : Yes, that is right, and that payment was admitted.

HIS HONOUR : Then that is all right.

To Mr. SINCLAIR. Q. Then there is an item of the 30th of April, 1918, which apparently was allowed to stand. I find it actually vouched at \$100.00, Clairoux, O'Connor and Dumas, and I show you the cheque?—
A. Yes, that is in payment of the item of April 30th, 1918.

30 Q. I show you a cheque of the 5th March, 1919, for \$108.00?—A. That was in payment of the interest on this mortgage and O'Connor mortgage.

Q. I show you a copy of a letter, the original is in this letter book, which has not already been marked, but we can mark the copy?—A. Yes.

Mr. SINCLAIR : I will show you Mr. Slaght the letter press copy, for the transmission of \$664.00.

Mr. SLAGHT : This book is in, is it not?

Mr. SINCLAIR : No, this is the book for the year 1902, and it is a letter press book belonging to the firm of Hogg & Hogg. I suppose the copy is sufficient?

40 Mr. SLAGHT : Yes, that can go in, and it will be all right, I have seen the letter press copy of it.

Four cheques, and copy of letter, put in by Mr. Sinclair, and marked Exhibit 44.

To Mr. SLAGHT, cross-examined.

Q. Then, Mr. Hogg, I see you apparently have your cancelled cheques back through another year?—A. Yes, some of them.

Cross-ex-
amination.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 12.
W. D. Hogg
(recalled).
Cross-ex-
amination—
continued.

Q. You have selected these from your cancelled cheques?—A. Yes
Q. And back to these years, you have your cheques in existence?—
A. At least I expect they are all there, they are kept by the bookkeeper
to put them by from month to month.

Mr. SLAGHT: I want to put in some formal evidence of three mortgages
which my friend Mr. Sinclair overlooked in the Registry Office. I have the
registrar here, whom I would like to have heard.

HIS HONOUR: Very well, he may be sworn.

(This witness was recalled, see page 194.)

Defendant's
Evidence.

No. 13.
James T.
Moxley.
Examina-
tion.

No. 13.

10

Evidence of James T. Moxley.

JAMES T. MOXLEY.—Sworn.

To Mr. SLAGHT, Examination in Chief: Q. The evidence I hope to
adduce from this witness for this Court is in connection with some mort-
gages that are not in Exhibit 43, which is fyled, and this is the Registrar.
What is your position, sir?—I am Deputy Registrar of Ottawa.

Q. And you have been asked to produce for us, some original documents
which you cannot leave, and from which I will ask you to be good enough
to furnish us with some information that can be taken down. First, have
you a mortgage given by R. C. Douglas?—A. Yes, dated 30th April 1900, 20
registered 4th May 1900, the mortgagor is Robert C. Douglas, to Lady
Elizabeth Mary Howland, No. 57194.

Q. What is the amount?—A. \$1400.00 at five per cent.

Q. The land is in Ottawa?—A. It is in Ottawa.

Q. Now will you give us the details of the discharge of that mortgage?—
A. The discharge is dated 24th January, 1908 and registered on the 27th
January 1908, from Lady Elizabeth Mary Howland to Robert Chambers
Douglas, and purports to discharge mortgage No. 57194, which is the
mortgage referred to, and discharged is fyled.

Q. Now then there is a Dixon Patterson mortgage, No. 49435?— 30
A. Mary Patterson, she is the widow of Christopher Solomon Patterson,
to William Drummond Hogg, the amount of the mortgage is \$1000.00,
dated July 16th, 1897, and registered on the 17th July 1895, as No. 49435,
and that is given by Mary Patterson.

Q. And that covers land on Argyle Street?—A. Yes.

Q. In the city of Ottawa?—A. Yes. The amount is \$1000.00, and
it bears interest at six per cent.

Q. Now that was discharged by No. 67592?—A. Yes, discharge
of mortgage dated 9th May 1903, and registered on the 15th of May 1903,
William Drummond Hogg, discharge to Mary Patterson. That discharged 40
mortgage No. 49435.

Q. That is a full discharge?—A. That is a full discharge.

Q. Now the next mortgage is John O'Toole, mortgage No. 69936?—
 A. Mortgage dated 16th April, 1902, registered on the 16th April, 1902,
 mortgage Mr. John O'Toole to William Drummond Hogg, in trust.

Q. What is the amount?—A. \$1300.00. The lands are on College
 Avenue, Ottawa, and the rate of interest is six per cent.

Q. And when was that discharged?—A. No. 67389, purports to be a
 discharge of mortgage dated 1st May 1903, and registered on the 1st of
 May 1903, from William Drummond Hogg to John O'Toole, and that
 purports to discharge mortgage No. 69936, that one was in trust.

10 Q. Now you have a Betts mortgage there?—A. A Betts mortgage?

Q. Yes sir?—A. Yes, Betts mortgage, that is No. 50692.

Q. When is it dated?—A. It is dated 27th January 1898, and
 registered the 28th January 1898.

Q. And the amount?—A. It was given from Robert Service Betts to
 Elizabeth Mary Howland, for \$700.00, with interest at six per cent.

Q. The land is in the City of Ottawa?—A. It is on McLeod Street,
 in Ottawa.

Q. When was that discharged?—A. The discharge of that mortgage
 is No. 71437, dated 30th August 1904, registered 1st September 1904, and
 20 this is from Mary Elizabeth Howland to Robert Service Betts, and that
 purports to discharge No. 50692.

Q. Now what is the next of these mortgages?—A. I haven't got the
 mortgage. There is a discharge of mortgage to the Toronto General Trusts
 Corporation to William Coates.

Q. Never mind that then?—A. That is all.

Q. Were you requested to assist in a search for a mortgage purporting
 to be made by one Alexander McDonald?—A. Yes, Mrs. Campbell came
 into the office course of business, and she came personally, she wanted to
 have a search herself, and I gave her every assistance possible.

30 Q. All I wanted to ascertain was that after such a search which you
 made, you were not able to find such a mortgage?—A. I can't say that
 I couldn't find it, I had to go on with my other duties, and possibly coming
 in and out, I didn't make a thorough search, and so far as we went, we
 found no mortgage, and Mrs. Campbell had no idea as to the duties in
 conducting a thorough search, and I put myself out to try and assist Mrs.
 Campbell to make a thorough search.

Q. And you found no such mortgage?—A. No I didn't.

Mr. SINCLAIR: I have no questions to ask of this witness. I would
 like your Honour, to ask Mr. Hogg a question or two, when I get that list
 40 of mortgages?

HIS HONOUR: There is no objection.

*In the
 Surrogate
 Court.*

Defendant's
 Evidence.

—
 No. 13.
 James T.
 Moxley.
 Examina-
 tion—
continued.

*In the
Surrogate
Court.*

No. 14.

Further Evidence of W. D. Hogg.

Plaintiffs'
Evidence.

W. D. HOGG, K.C., recalled :

No. 14.
W. D. Hogg
(recalled).

To Mr. SINCLAIR : *Q.* Mr. Hogg, have you any recollection of a mortgage to R. C. Douglas ?—*A.* Oh yes, and the interest is set out throughout this account, the payment of the interest.

Q. Then this mortgage which is referred to from Mary Patterson, widow of C. S. Patterson, C. S. Patterson was Judge of the Supreme Court ?—*A.* Yes, he died in 1893, and he made me Executor of his will, and I was instrumental in winding up the estate, and during the operation of winding up the estate by Mrs. Patterson, who was a very intimate friend of mine, required some money, and I loaned her a thousand dollars to help her along. 10

Q. Whose money was it ?—*A.* My own money.

Q. HIS HONOUR : Before we get away from the Douglas mortgage, you say the interest is shown in the account ?—*A.* That has reference to the Douglas mortgage, that is throughout the whole account.

Q. HIS HONOUR : Who got the money, that is who received the principal money ?—*A.* It either went to her or it was invested in some other amount, you see that was in 1900.

Q. HIS HONOUR : Lady Howland discharged the mortgage ?—*A.* Yes, she discharged the mortgage. 20

Mr. SLAGHT : Yes, but the discharge was drawn by Hogg & Hogg. His Honour asked Mr. Hogg who received the money, and he has not answered it yet.

Mr. HOGG : I don't know Your Honour who received it. You see I am at a considerable loss as to things prior to 1905 and 1906. I have no records whatever, and your Honour will see that this account was made up very largely and based upon receipts I received from Lady Howland, and such other items as I could pick up, particularly those that were later than 1906 or 1907. Prior to that I have nothing to go upon. 30

To Mr. SINCLAIR : *Q.* Have you any books to show that you received the Douglas money ?—*A.* No, this was in 1900.

Q. HIS HONOUR : Do you assert that all the moneys you paid to Mrs. Howland are shown by your books ?—*A.* All the money that appears in the books, was paid to her.

Q. HIS HONOUR : Can you say any moneys were paid to her over and above the amount disclosed in your books ?—*A.* The only amount that I know of that was over and above what was disclosed by the books is \$600.00 I advanced to her in 1895.

To Mr. SINCLAIR : *Q.* But you are not able to tell us anything about, or are you able to tell us anything about the entries in the books prior to those you ?—*A.* No, I cannot tell you anything about the books prior to 40

these we have here, because as I said before, they were destroyed when we moved to our new office, and there is nothing in the shape of a record.

HIS HONOUR : Is that all the evidence you gentlemen have ?

Mr. SINCLAIR : That is all I have, your Honour.

Mr. SLAGHT : I have no more evidence to offer.

HIS HONOUR : I will now hear argument.

*In the
Surrogate
Court.*

Plaintiffs'
Evidence.

No. 14.
W. D. Hogg
(recalled)—
continued.

No. 15.

Order.

No. 15.
Order.
21st Octo-
ber, 1927.

IN THE SURROGATE COURT OF THE COUNTY OF CARLETON.

10 IN THE MATTER OF THE AGENCY OF W. D. HOGG, K.C.

AND IN THE MATTER OF the Estate of LADY ELIZABETH MARY HOWLAND,
deceased

AND IN THE MATTER OF the Trustee Act, 1926.

I, JAMES A. MULLIGAN, Esquire, Judge of the said Court, having on the 27th and 28th days of January, 1927, and the 17th, 18th and 19th days of March, 1927, and the 14th day of April, 1927, proceeded to take, audit and pass the accounts of the Trustee, W. D. Hogg, K.C., in the presence of Mr. Sinclair, K.C., Solicitor for the Trustee and for Mrs. Cora Lindsey, and of Mr. Slaght, K.C., Solicitor for Mrs. Elizabeth L. Campbell, and of
20 Mr. McKague, Solicitor for the Toronto General Trusts Corporation, Administrator of the Estate of the late Lady Elizabeth Mary Howland.

I FIND AND DECLARE that the total estate and effects of the said deceased which came into the hands of the said Trustee, amount \$46799.06, together with certain mortgage securities aggregating \$8200.00, which said securities the Trustee duly transferred to the said Administrator.

AND I FIND AND DECLARE that the said Trustee has properly paid out and disbursed, in the due course of administration of the said estate, the sum of \$46397.45.

I DO NOT ALLOW the Trustee any compensation for his care, pains,
30 trouble, time and personal disbursements expended in and about the administering, arranging and settling the affairs of the said estate, believing that it was not the intention of either party that the Trustee should receive compensation for his services.

I ALLOW the said Trustee, for his costs, and the taking, auditing and passing of the said accounts, the sum of \$200.00, which includes a Counsel fee, and I allow to Mrs. Elizabeth L. Campbell, upon the passing of the said accounts, a Counsel fee of \$100.00 and, having deducted the amount so disbursed and expended, and the said sum of \$200.00 from the amount in the hands of the said Trustee,

*In the
Surrogate
Court.*

No. 15.
Order.
21st Octo-
ber, 1927.—
continued.

I FIND that there remains in the hands of the said Trustee at the date hereof, the sum of \$201.61.

I DIRECT that the costs of the Administrator, in connection with the taking, auditing and passing of the said accounts, be taxed and allowed when the said Administrator shall pass its accounts in connection with the said estate.

DATED this twenty-first day of October, 1927.

J. A. MULLIGAN,
Judge.

(SEAL.)

19

No. 16.
Reasons for
Judgment of
His Honour
Judge
Mulligan,
21st Octo-
ber 1927.

No. 16.

Reasons for Judgment of His Honour Judge Mulligan.

HIS HONOUR JUDGE MULLIGAN :

This action is submitted under the provisions of "The Trustee Act," Statutes of Ontario, 1926, Cap. 40, Section 24.

The account lacks any statement of what the original estate consisted, but purports to disclose all the moneys received by the Trustee for Lady Howland, and the amount thereof paid to her. The account extends over a period of forty years without any indication of dissatisfaction with the accounting. It is questioned after the death of Lady Howland. One heir-at-law has exercised her right to question the accuracy of the accounting. 20

The Trustee has reached an age approximating eighty years, and his memory, endeavouring to recall acts extending over forty years, is more dangerous than he suspected, but I have confidence in his disposition to be just.

I credit the loss of his books as hampering a full accounting, and bearing this in mind, am disposed to be indulgent in enabling him to clear the account. Under the circumstances I accept the amount as fyled, although not complying with the form required in the Surrogate Court, under Rule 38. 30

In 1911, after more than twenty-five years of dealing, the Trustee delivered, as I believe, a statement to Lady Howland of the account between them at that date, showing the balance of capital in hand. This disposes in my mind of any liability to her estate in respect of the O'Toole, Patterson, Betts and Douglas mortgages. If Lady Howland had the mental vigour for the long period thereafter, which was conceded on the hearing, it would be remarkable if she could completely have lost sight of these securities. It is incredible to me that the expectation of the early payment of the O'Toole mortgage, if not remitted, did not arouse enquiries and protests which would have marred the relations of the parties. 40

On the question of the necessity of corroboration of the statement of the Trustee required by R.S.O., 1914, Cap. 76, I hold that there has been an under lying connection between several disputed items sworn to by the Trustee, and his evidence is corroborated with respect to some of these, so as to satisfy me as to the accuracy of his testimony and his general credibility, thus satisfying the Statute as to the rest of the items.

*In the
Surrogate
Court.*

No. 16.
Reasons for
Judgment of
His Honour
Judge
Mulligan,
21st Octo-
ber 1927—
*continued.

The accounts were rendered as of the 17th day of January, 1927.

Apparently the Trustee has received the sum of \$46567.01 for Lady Howland, and has accounted to her for the sum of \$45994.64, and held securities for \$8200.00, and he has turned these over.

I find as follows :—

1. As to the moneys. The mutual admissions require these additions to the account as a credit to the estate :—

January 21st, 1913,	.50
June 8th 1914, (shortage of voucher)	35.00
December 17th, 1914, (shortage of voucher)	22.00
June 20th, 1919.	100.00
	<hr/>
	\$155.50

to which I add interest at five per cent. per annum from the respective dates to the date of this Report, the sum of

75.95

making in all, the sum of

\$231.45

2. As a credit to the Trustee :—

July 15th, 1892,	25.00
August 2nd, 1902,	18.00
December 28th, 1904	61.88
July 7th, 1913,	27.50
January 17th, 1919,	28.00
June 13th, 1916 (1)	2.00
June 13th, 1916 (2)	28.00
June 13th, 1916 (3)	28.00
June 29th, 1918	20.00
	<hr/>
	\$218.38

to which I add interest at five per cent. from the respective dates to the date of the making of this Report, in all the sum of

184.43

making in all the sum of

\$402.81

to be added to the credits of the Trustee.

Making these additions I find the Trustee is accountable in respect of the matters set forth in his account for a balance of \$401.61.

*In the
Surrogate
Court.*

No. 16.
Reasons for
Judgment of
His Honour
Judge
Mulligan,
21st Octo-
ber 1927—
continued.

3. As to the mortgages:—

Representing what the Trustee claims to be the balance of the moneys entrusted to him, and not accounted for, it was conceded on the passing of the accounts that with the exception of the Samuel Kelly mortgage, these have been fully realized, and no claim of improper conduct is made by any one in respect of this investment.

I allow to the Trustee on the passing of these accounts, the sum of \$200.00, which includes a counsel fee, and to Mrs. Campbell a counsel fee of \$100.00. The costs of the Administrator will be paid on the passing of its accounts.

I allow nothing to the Trustee as compensation for handling the money of Lady Howland, believing that it was not the intention of either party that he should receive compensation for his services.

DATED at Ottawa, this 21st day of October, A.D. 1927.

(S'gd.) J. A. MULLIGAN,
Judge,

Surrogate Court of County of Carleton.

(S'gd.) L. M. SAGER,
Reporter.

10

*In the
Supreme
Court of
Ontario.*

No. 17.
Notice of
Appeal of
Mrs. Camp-
bell to a
Judge of the
Supreme
Court of
Ontario,
4th Novem-
ber 1927.

No. 17.

Notice of Appeal of Mrs. Campbell to a Judge of the Supreme Court of Ontario.

IN THE SUPREME COURT OF ONTARIO.

IN THE MATTER OF AN APPEAL FROM THE SURROGATE COURT OF THE COUNTY OF CARLETON.

IN THE MATTER OF THE AGENCY OF W. D. HOGG, K.C.,

and

IN THE MATTER OF THE ESTATE OF LADY ELIZABETH MARY HOWLAND, deceased.

TAKE NOTICE that Elizabeth Bethune Campbell, being an heir-at-law and entitled to a beneficial interest in the estate of the late Lady Elizabeth Mary Howland, deceased, intends to appeal and hereby appeals to a Judge of this Court sitting in Court at Osgoode Hall, in the City of Toronto, on Monday, the 21st day of November, 1927, at the hour of eleven o'clock in the forenoon, from the judgment, decision and report of His Honour James Mulligan, a Judge of the Surrogate Court of the County of Carleton, issued and delivered herein on the 21st day of October, 1927, wherein it was declared and adjudged that the above named trustee, W. D. Hogg, had received the sum of \$46,567.61, for Lady Howland, and had accounted to her for the sum of \$45,994.64, and her securities for \$8200.00, which had been turned over; and whereby it was found and determined that the said trustee is accountable in respect of a balance only of \$246.11;

20

30

40

and whereby it was found that with the exception of the Samuel Kelly mortgage, the trust moneys and mortgages resulting therefrom had been fully realized and accounted for by said trustee; and whereby there was allowed to the trustee on the passing of accounts the sum of \$200.00, including a counsel fee; and whereby the said trustee was not charged with and held accountable for various mortgages, moneys and assets, which the evidence established against him, as having been received by him and not accounted for; on the following amongst other grounds :

10 (1) That the said report and judgment appealed from is contrary to law, the evidence and the weight of evidence.

(2) That the application having been made and initiated by the said trustee under the Trustee Act, referred to in the judgment, the said trustee failed to comply with the requirements and provisions of the Act, and that the learned Surrogate Judge erred in accepting the accounts as filed as a compliance therewith.

(3) That the accounts as filed failed to show of what the original estate consisted, as required by Surrogate Rule 38.

(4) That the accounts as filed failed to show and were an incorrect and erroneous statement of the moneys actually received by the Trustee.

20 (5) That the accounts as filed were incorrect and were an erroneous and in part fictitious statement of the moneys supposed to have been disbursed by the said trustee.

(6) That the learned Surrogate Judge has failed and omitted to give effect to the undisputed evidence showing mortgages and securities coming into the hands of the trustee under the trust and for which he has entirely failed to account, either to Lady Howland in her lifetime, or to her estate after her decease.

30 (7) That the learned Surrogate Judge has allowed to the trustee various items of credit in the accounts, which the evidence failed to disclose were paid or disbursed by such trustee so as to entitle him to credit therefor, including items for which no vouchers were produced.

(8) That the learned Surrogate Judge erred in allowing to the trustee items of credit in such accounts as against the estate of the deceased, in support of which no evidence whatsoever was offered, other than the uncorroborated testimony of the trustee, and that the suggested underlying connection and suggested corroboration referred to in the reasons for judgment by the learned Surrogate Judge, are not corroboration and are not sufficient in law to satisfy the Statute in that regard.

40 (9) That the learned Surrogate Judge erred in failing to find the said trustee indebted to the estate aforesaid in the several and various items improperly allowed as credits, and in the several and various items with which the learned Surrogate Judge omitted to charge the trustee, and with mortgages, moneys and assets proven by the evidence to have been received by the trustee as part of the trust and for which he has failed to account.

And upon such further and other grounds as Counsel may advise.

*In the
Supreme
Court of
Ontario.*

No. 17.
Notice of
Appeal of
Mrs. Camp-
bell to a
Judge of the
Supreme
Court of
Ontario,
4th Novem-
ber 1927—
continued.

*In the
Supreme
Court of
Ontario.*

No. 17.
Notice of
Appeal of
Mrs. Camp-
bell to a
Judge of the
Supreme
Court of
Ontario,
4th Novem-
ber 1927—
continued.

AND TAKE NOTICE that in support of such application and appeal, there will be read the application by the said trustee to the learned Surrogate Judge and declaration in support thereof filed, the order for passing of accounts pronounced by the said Surrogate Judge on the 7th day of January 1927, the evidence adduced at the hearing before the said Surrogate Judge and the exhibits therein referred to, the documents filed on such hearing and the report and judgment complained of, including the reasons for judgment of the learned Surrogate Judge.

DATED at Toronto this 4th day of November, 1927.

McCARTHY & McCARTHY,
Solicitors for Elizabeth Bethune Campbell.

10

To :

W. D. Hogg, Esq., K.C.,
and his Solicitors, R. V. Sinclair, Esq.

And to :

The Toronto General Trusts Corporation,
and their Solicitors,
Messrs. Elliott, Hume & McKague :

And to :

Mrs. Cora Lindsay,
and her Solicitor, R. V. Sinclair, Esq.

20

No. 18.
Cross-
Appeal of
W. D. Hogg
to a Judge of
Supreme
Court of
Ontario,
14th Nov-
ember 1927.

No. 18.

Cross Appeal of W. D. Hogg to a Judge of the Supreme Court of Ontario.

IN THE SUPREME COURT OF ONTARIO.

IN THE MATTER OF AN APPEAL FROM THE SURROGATE COURT OF THE COUNTY
OF CARLETON.

IN THE MATTER OF THE AGENCY OF W. D. HOGG, K.C.,

and

IN THE MATTER OF THE ESTATE OF LADY ELIZABETH MARY HOWLAND,
deceased.

30

TAKE NOTICE that W. D. Hogg, above named Trustee, hereby appeals by way of Cross Appeal to a Judge of this Court, sitting in Court at Osgoode Hall, in the City of Toronto, on Wednesday, the Twenty-first day of December, 1927. at the hour of eleven o'clock in the forenoon, from that part of the judgment, decision and report of His Honour, James Mulligan, a Judge of the Surrogate Court of the County of Carleton, issued and

delivered herein on the twenty first day of October, 1927, whereby the said Judge allows nothing to the Trustee as compensation for handling the money of Lady Howland, upon the following, amongst other, grounds:—

(1) That the evidence herein shows that Lady Howland contemplated remunerating the Trustee for the services rendered by him, and that the Trustee, although he never made any specific claim or agreement with Lady Howland for compensation, fully expected to be compensated for the care and trouble in connection with her estate.

10 (2) That, in the absence of an express agreement between the Trustee and Lady Howland that the Trustee should perform the services which he did perform without receiving any compensation, he is legally entitled to compensation, and upon further and other grounds as Counsel may advise.

AND TAKE NOTICE that in support of such Appeal will be read, upon the hearing thereof, the various Exhibits filed before the Learned Surrogate Judge, the evidence taken before him, and the reasons for judgment delivered by the Learned Surrogate Judge.

DATED AT OTTAWA, this 14th day of November, 1927.

20

R. V. SINCLAIR,
Solicitor for the Trustee.

To :

Elizabeth Bethune
Campbell, and her Solicitors,
Messrs. McCarthy & McCarthy.

And to :

The Toronto General Trusts Corporation,
and their Solicitors,
Messrs. Elliott, Hume & McKague.

30 And to :

Mrs. Cora Lindsay,
and her Solicitor, R. V. Sinclair, Esq.

*In the
Supreme
Court of
Ontario.*

No. 18.
Cross-
Appeal of
W. D. Hogg
to a Judge of
Supreme
Court of
Ontario,
14th Nov-
ember 1927
—continued.

*In the
Supreme
Court of
Ontario.*

No. 19.

Order.

IN THE SUPREME COURT OF ONTARIO.

No. 19.
Order,
19th Dec-
ember 1927.

IN THE MATTER OF AN APPEAL FROM THE SURROGATE COURT OF THE COUNTY OF CARLETON.

IN THE MATTER OF THE AGENCY OF W. D. HOGG, K.C.,
and

IN THE MATTER OF THE ESTATE OF LADY ELIZABETH MARY HOWLAND,
deceased.

and

IN THE MATTER OF THE TRUSTEE ACT

10

THE HON. MR. JUSTICE MASTEN, Monday the 19th day of December, 1927.

Upon motion made unto this Court on the 14th and 15th days of December 1927, by Counsel, on behalf of Elizabeth Bethune Campbell by way of appeal from an order of his Honour J. A. Mulligan, Judge of the Surrogate Court of the County of Carleton, dated October 21st, 1927, and by Counsel on behalf of W. D. Hogg, Esq., K.C., Trustee of the Estate of Lady Elizabeth Mary Howland, deceased, by way of cross appeal from the said order and upon hearing Counsel aforesaid, and also Counsel for the Toronto General Trust Corporation Administrators of the said Estate, and upon hearing read the said order and reasons therefore, and the evidence adduced before the said Judge, and exhibits therein referred to and Judgment having been reserved into this day. 20

1. The Court doth order that the order of the said Surrogate Court Judge be and the same is amended by adding the sum of Eleven Hundred and Fifty-five Dollars (\$1155.00) to the sum of Two Hundred and One Dollars and Sixty one cents (\$201.61) appearing in the fourth line of the second page of the order of the said Surrogate Court Judge so that it may read the sum of One Thousand Three Hundred and Fifty six and Sixty-one Cents (\$1366.61*) instead of the sum of Two Hundred and One dollars and Sixty-one cents (\$201.61). 30

* Sic.

2. And it is further ordered that save as aforesaid the said appeal and Cross Appeal be and the same are hereby dismissed.

3. And this Court doth further order that there be no costs of this Appeal or Cross Appeal to any of the parties.

D'ARCY HINDS,
Assistant Registrar,
S.C.O.

Entered COB 98, page 166.
January 9, 1928.
M.S.

40

No. 20.

Reasons for Judgment of Masten, J.A.

*In the
Supreme
Court of
Ontario.*

S.C.O. *Re* Howland.

COPY OF JUDGMENT OF MASTEN, J.A., DELIVERED 19TH DECEMBER, 1927.

No. 20.
Reasons for
Judgment
of Masten,
J.A.,
19th Dec-
ember 1927.

This was an appeal by Elizabeth Bethune Campbell, claiming as heir-at-law and entitled to a beneficial interest in the estate of the late Elizabeth Mary Howland, deceased, against an order dated the 21st October 1927, made by his Honour J. A. Mulligan, Esquire, Judge of the Surrogate Court of the County of Carleton, and a cross-appeal by Mr.
10 W. D. Hogg, in respect to the refusal of his Honour Judge Mulligan to allow him compensation as trustee in connection with the management of this estate.

At the hearing, which took place on the 14th and 15th inst., all grounds both on the appeal and on the cross-appeal were dismissed with one exception.

The appellant, Mrs. Campbell, alleged that in the year 1921 Mr. Hogg, as trustee for Lady Howland, received payment of the following mortgages :

	July	22.	Cash from W. C. Green, in full, of mortgage of Dumais to Lady Howland	\$1207.00
20	Sept.	2.	Cash in full of mortgage, Vaillancourt	\$471.78
	Dec.	6.	Cheque from A. W. Green in full mortgage D. L. Campbell to Lady Howland	\$856.50

These three mortgages aggregate \$2535.28, and the appellant claims that out of this capital sum so received, there remains in the hands of the trustee the sum of \$1155.00 which sum has never been accounted for, or paid over by him.

The first statement made by Mr. Hogg with respect to the claim is contained in a letter from him to the Toronto General Trusts Corporation dated June 14th 1926, and reads as follows :

30 "There were only three amounts paid in during 1921.

"1. The Phillip Vaillancourt Mortgage for \$450.00 was paid February 1921 and the amount was handed to C. J. R. Bethune on his last visit to his mother.

40 "2. The Charles Dumais Mortgage for \$1200 was paid off in April 1921 and \$800.00 of that amount was invested in a mortgage from Joseph and Margaret Irvine, which latter mortgage is now being collected and will be paid on its due date the 28th July 1926. The balance of \$400.00 was sent to Lady Howland about the 10th April 1921 according to the entry in a small ledger which I kept of Mortgages.

"3. The Donald Campbell Mortgage for \$800.00 was paid in September 1921 and \$824.00 was sent to Lady Howland by cheque on or about the 10th September 1921."

*In the
Supreme
Court of
Ontario.*

No. 20.
Reasons for
Judgment
of Masten,
J.A.,
19th Dec-
ember 1927
—continued.

No vouchers for any of these payments are available except the Irvine mortgage, which was a re-investment of a portion of the \$1200.00 Dumais mortgage.

This trust came to an end in the year 1922, at which time Mr. Hogg handed over to the Toronto General Trusts Corporation the trust estate, and as I understand, Mr. Hogg's evidence on cross-examination at pages 298 to 300 of the evidence, he admits retaining out of the capital in his hand the sum of \$1155.00, which he considered ought properly to be retained as a very modest compensation for his services during the forty years that he acted as trustee. His claim to that compensation was disallowed by Judge Mulligan, and upon the best consideration I was able to give it, I found myself unable to allow the cross-appeal, as my opinion agreed with that expressed by the Master. In that situation the only answer which Mr. Sinclair was able to make to the appellant's claim was that the ultimate account as taken by the Master shows that he had not in his hands any such sum, but that the total balance remaining in his hands was, as found by the Master, \$401.61, from which is deducted the \$200.00, the costs of passing these accounts as allowed by the Master. 10

According to the ultimate account filed by Mr. Hogg, in these proceedings (Exhibit 10), the full amount of the above mortgages is not claimed to have been paid over (*see* p. 14 of Exhibit 10), and the ultimate balance found by the Master of \$401.61 could only be arrived at if, on July 22, when the Dumais mortgage was paid, Lady Howland was indebted to Mr. Hogg in respect of capital over-paid to her at that date. That is a position that is not established by the evidence as given, and is directly contradictory of Mr. Hogg's evidence that he intended to retain as compensation for services the \$1155.00 above referred to. 20

Under these circumstances, I think that the appeal must, on this item, be allowed, and the sum of \$1155.00 added to the sum of \$201.61 found due by the Master. 30

Success of the appeal being divided, there will be no costs of this appeal to either party.

I ought not to part with the case without adding two observations :

First, no question was raised before me either as to the Surrogate Court or as to the status of the appellant, and I have not considered or formed an opinion on either point.

Second, I have no doubt regarding the substantial value of the services rendered by Mr. Hogg nor regarding the complete honesty of all his actions. The questions before the Court have arisen, in my opinion, from intimate family relations which existed and which naturally, perhaps, induced a certain looseness in recording the transactions. No claim was ever suggested by Lady Howland during her lifetime, and I have no doubt if she were alive, no such claim would now be put forward. 40

For the convenience of the Court, in case of an appeal I append a memorandum of the oral judgments delivered piecemeal during the courts* of the appeal.

**Sic.*

Argued 14th December, 1927.

MASTEN, J. A.—On the point that was argued this morning respecting corroboration, I incline with some doubt to the view that section 12 of the Evidence Act applies to the present proceedings. I am, however, of the opinion that the judgment of the Court below upon that phase of this question is right: First, because this particular trusteeship or agency is of such a character that as to the majority of the payments claimed by Mr. Hogg they are established by proofs additional to his oath, and, secondly, because the payments complained of or in controversy were made during the lifetime of Lady Howland and the relationship of financial agent or trustee and client continued thereafter undisturbed no complaint being made.

These circumstances afford in my opinion a general corroboration of his whole account sufficient to satisfy this statute to the extent of shifting the onus to the complainant of establishing in regard to any particular item claimed by Mr. Hogg and that it was not made as claimed. That ruling would have the effect of doing away with the general claim of \$27,546.46 as put in by the accountant, but does not interfere with the appellant establishing in regard to particular items complained of that independently of this general ruling the appellant may satisfy the onus cast upon her of establishing that Mr. Hogg is accountable for them.

I refer, in support of the view which I have expressed, to the case of *Mushel v. Benjamin* (1920), 47 O.L.R. 426.

The first specific item dealt with by the appellant relates to the sum of \$2000 received from the sale of Dominion Coals stock and credited by Mr. Hogg in his account at page 5 of the account, and the case for the appellant rests upon the contention that the letter (Exhibit 25) written by Mr. Hogg to Lady Howland on the 16th January, 1906, contains the following clause: "The coal stock, when sold, produced \$2000. Of this I sent you \$200 the balance of \$1800 was lent upon a mortgage to the Capital Real Estate Company which is as good as gold."

Mr. Hogg at first could not recall the circumstances relating to this, but later his memory was refreshed, and he stated that of this sum only \$800.00 was lent to the Capital Real Estate Co., and that the loan of \$1800 referred to in his letter never came to pass. This is his statement, and he says that in regard to the payment of interest at the rate of \$52 every half year that that was a mistake, that while he was only receiving \$26 at one time and at another time \$52 as interest on the \$800 mortgage made by the Capital Real Estate Company, that he was paying out of his own pocket really the \$52 every half year to Lady Howland; that this was discovered in 1917, and that he then explained to Lady Howland, and thereafter continued for some five years action on her behalf in the same way as he had done before, paying the actual amount received on the Capital Real Estate Mortgage.

There is nothing to lead to any doubt that Mr. Hogg was stating the truth as he recalled it, and that the fact in that regard was that there was a mistake and that he paid more than he should have done by an error

*In the
Supreme
Court of
Ontario.*

No. 20.

Reasons for
Judgment
of Masten,
J.A.,
19th Dec-
ember 1927
—continued.

*In the
Supreme
Court of
Ontario.*

No. 20.
Reasons for
Judgment
of Masten,
J.A.,
19th Dec-
ember 1927
—continued.

during those years. But Mr. McCarthy raises the further point that the \$2000 has never been accounted for, as to what became of it or of any balance except the \$200 paid to Lady Howland, and possibly, although I think he does not admit that, the \$800 lent to the Capital Real Estate Company so that there would be either \$1800 or \$1000 which he says has never been accounted for.

In the first place taking the amount of \$2000, it is credited in the account as having been received, admittedly received, and debts are placed in the account from time to time which in the end establish the balance which has been found by the Master in the Court below. Under the preliminary ruling which I made with respect to the onus, the \$2000 having been given credit for, the onus would then rest upon the complainant of showing that some of the payments with which Mr. Hogg has credited himself in the account are incorrectly charged, and in regard to that, under my ruling, if I am right in it, the onus would rest upon the complainant to prove those items which she says are incorrectly charged in favour of Mr. Hogg, and against the estate. 10

Then another method of approach has been suggested by Mr. Sinclair, namely, that the addition in 1911 of the various capital sums received from time to time, including the \$2000 from the coal stock, starting with that, and bringing it down to the 11th February 1911, and charging up the various mortgages which were put out during that same period, on the one hand it gives as total receipts, including the \$2000 from the coal stock \$8498.10 with securities on the other side aggregating \$7950 and leaving a balance of \$548.10 in Mr. Hogg's hands. 20

Under these circumstances, and giving the best consideration that I can give, I am unable to see that there is an error made in the Court below or any sufficient ground for allowing the appeal.

Thursday morning, 15th Dec.

MASTEN, J. A.—With regard to the unfinished case argued yesterday, and in respect to that branch of the appeal which relates to the McAmmond and Martin loans of \$1600, I think the appeal must be dismissed. 30

Mr. Hogg states in his evidence that these loans were repaid by the borrowers in the year 1917. From that time on, the interest, which had been regularly paid to Lady Howland from 1895 until 1917, ceased, and no evidence is adduced of any complaint from Lady Howland in respect of such cessation in the payment of interest. On the contrary for five years thereafter the relationship which had theretofore existed since 1886 between Lady Howland and Mr. Hogg appears to have continued with undiminished cordiality. 40

Under the case of *Green v. McLeod* (1896), 23 A.R. 676, this constitutes corroboration, and all technical objection on the ground of want of corroboration is eliminated from this branch of the appeal.

I have carefully considered, but am unable to give effect to the distinctions urged by Mr. McCarthy that the essential circumstances which

exist in the *Green v. McLeod* case are not present here, I think that the principal of that case applies to the circumstances of the present appeal.

Under those circumstances, the matter of corroboration being eliminated, if I were to allow this appeal I would be obligated to do so on the ground that Mr. Hogg was perjuring himself by inventing out of the whole cloth the statement, clearly and circumstantially asserted by him, that the drafts from McAmmond and Martin were made out directly to Lady Howland and were personally handed by him to her when he visited St. Catharines on professional business in the year 1917 and that the money never passed into his account. That being so, notwithstanding the unsatisfactory character of the entries in the book of interest account (Exhibit 13) kept by Mr. Hogg, and notwithstanding the discrepancy in the entries and the somewhat confusing evidence of Mr. Hogg on his cross-examination upon this question, and bearing in mind also that Lady Howland ceased keeping accounts in 1915, with the other matters that Mr. McCarthy has pointed out in his cogent argument, I still remain of the opinion that Mr. Hogg's statement that this loan was paid direct to Lady Howland in 1917 and that he gave her the drafts is to be accepted and that it is corroborated.

I have considered the case of *Re Ross* (1881), 29 Grant 385, decided by the late Chancellor, and, if I may respectfully say so, I entirely agree with the proposition for which it was cited by Mr. McCarthy. But that case does not affect my present holding for here I find that there is corroboration in respect to the very item now under consideration, so that upon this branch of the case the appeal is dismissed.

JUDGMENT.—With regard to this branch of the case (the O'Toole, the Patterson and the Douglas mortgages), I have already, in the course of the discussion, expressed the view, which remains unshaken, that there is not sufficient evidence upon which to charge Mr. Hogg as a trustee with the amount of these mortgages. The mere fact that such mortgages are shown to have existed, when taken in conjunction with all the circumstances, the lapse of time, the discharge of the mortgages, the knowledge of Lady Howland that these mortgages were discharged by her and the entry in her book, and that in other cases it does appear that moneys went direct to Lady Howland and in some cases were transmitted back to Mr. Hogg for the purpose of re-investment, I cannot say at all that these moneys ever came into his hands in such a way as to charge him as trustee with the amount of them after this length of time.

And so the appeal upon that ground is not allowed.

Mr. McCARTHY: In case I have not made myself clear: May I point out that if Mr. Hogg did get these as trustee they had to be accounted for in one of two ways: either as being re-invested or payment over to Lady Howland.

HIS LORDSHIP: My judgment rests upon this; that there is nothing to bring these moneys represented by these mortgages into the hands of Mr. Hogg as a trustee.

*In the
Supreme
Court of
Ontario.*

No. 20.
Reasons for
Judgment
of Masten,
J.A.,
19th Dec-
ember 1927
—continued.

*In the
Supreme
Court of
Ontario.*

No. 20.
Reasons for
Judgment
of Masten,
J.A.,
19th Dec-
ember, 1927.
—continued.

MASTEN, J.A., after hearing argument of counsel:

The appeal on the McDonald question is dismissed.

Regarding the Betts mortgage, Mr. Sinclair's argument was as follows: I quite understand how my learned friend was led into that difficulty. He says there was \$1800 came in at the time that he speaks of, but he is wrong about that. The original loan to Betts was a loan of \$700, and it was made on the 27th January, 1898, and it was paid off and a discharge was registered. It was payable on the 27th January, 1905, a seven-year mortgage; it was discharged by a discharge which was registered on the 30th August, 1904, on the 1st September a new mortgage was taken from Betts for \$1100. Evidently, what happened was he wanted \$400, and that mortgage was discharged and a new mortgage created for \$1100. That mortgage was dated the 1st September 1904, payable on the 1st September 1909, and was discharged by Lady Howland by a discharge that was registered on the 4th April 1910. So that it was not \$1800 at all in connection with the Betts transaction, but the original \$700 and then that discharge and a new mortgage for \$1100 was made because of a new advance of \$400.

On the ground above stated I dismiss the appeal on the Betts mortgage.

No. 21.

20

Notice of Appeal of Mrs. Campbell to the Appellate Division of the Supreme Court of Ontario.

IN THE SUPREME COURT OF ONTARIO.

No. 21.
Notice of
Appeal of
Mrs. Camp-
bell to the
Appellate
Division
of the
Supreme
Court of
Ontario,
24th Dec-
ember 1927.

IN THE MATTER OF AN APPEAL FROM THE SURROGATE COURT OF THE COUNTY OF CARLETON.

IN THE MATTER OF THE AGENCY OF W. D. HOGG, K.C.,
and

IN THE MATTER OF THE ESTATE OF LADY ELIZABETH MARY HOWLAND,
deceased.

TAKE NOTICE that Elizabeth Bethune Campbell, an heir-at-law in the Estate of the late Lady Elizabeth Mary Howland; appeals to a Divisional Court from the order pronounced by the Honourable Mr. Justice Masten, on Monday, the 19th day of December, 1927, on the following amongst other grounds:

(1) That the learned Judge erred in finding that under the circumstances of this case there was a general corroboration of the whole account, notwithstanding the fact that no account had been kept by the trustee during his lifetime and that the funds of the cestui qui trust had been mixed with the trustees' funds, no separate bank account being kept.

(2) That there is no evidence to justify the statement that Lady Howland was ever aware of the amount placed in the Trustee's hands

or that she made no complaint in regard to the same, except the uncorroborated statement of the trustee that she made no complaint.

(3) The learned Judge erred in holding that the circumstances are sufficient to afford a general corroboration of the whole account.

(4) That the findings of the learned Surrogate Court Judge, and upon the accounts furnished by the Trustee, and the fact that the learned Judge in appeal found that he had \$1155.00 of trust funds in his hands which he neglected to turn over in 1922, is sufficient to warrant the assumption that his evidence is not worthy of credibility in regard to matters and items
10 as to which he is uncorroborated.

(5) The learned Judge erred in finding that the \$2000.00 the proceeds of the sale of the Dominion Coal Company stock has ever been properly accounted for. The fact that the trustee stated in his letter that he had invested \$1800.00 in a mortgage to the Capital Real Estate Company (of which he was the president) and that he paid the interest on that amount every half-year until 1917, thus misleading the cestui qui trust into believing that a mortgage for that amount actually existed, has not been sufficiently explained or corroborated by the statement that the trustee explained the matter to the cestui qui trust and that she was satisfied in regard to same,
20 and that in any event, even if the trustee made a mistake as to the amount which he lent to the Capital Real Estate Company, there is still \$1000 which remained uninvested and which has not in any way been accounted for, and under the circumstances the onus of proving that this amount was repaid or reinvested is upon the trustee and not upon the cestui qui trust, and his evidence has not been sufficiently corroborated.

(6) That the learned Judge erred in dismissing the appeal in regard to the items known as the McAmmond & Martin loans of \$1600.00 the Trustee's evidence that these loans were repaid by the borrowers in the year 1917, is not corroborated in any way, except by his own statement
30 that he paid the money to Lady Howland. No record of the same is produced either from the books or bank account of the trustee or from the books or bank account of the cestui qui trust, and it is inconceivable that the cestui qui trust would have kept such a large amount of money without depositing the same in her account or re-investing that amount of the alleged loan, and there is no evidence to justify this or that she was ever aware of the fact that this amount was uninvested, or that the fact was ever explained to Lady Howland, except on the evidence of the Trustee.

(7) That the learned Judge erred in finding that the Trustee had properly accounted for the funds invested in the O'Toole, Patterson and
40 Douglas mortgages. It is proved conclusively that these mortgages existed and there is no evidence except the uncorroborated statement of the trustee, that the principal from these mortgages was paid direct to Lady Howland and there is no evidence of the amount represented by these mortgages ever having been reinvested by the Trustee.

(8) That the learned Judge erred in reference to the item known as the Betts mortgage, inasmuch as the evidence discloses the fact that the trustee stated that this money had been repaid to Lady Howland in her

*In the
Supreme
Court of
Ontario
(Appellate
Division).*

No. 21.
Notice of
Appeal of
Mrs. Camp-
bell to the
Appellate
Division
of the
Supreme
Court of
Ontario,
24th Dec-
ember 1927
—continued.

*In the
Supreme
Court of
Ontario
(Appellate
Division).*

No. 21.

Notice of
Appeal of
Mrs. Camp-
bell to the
Appellate
Division
of the
Supreme
Court of
Ontario,
24th Dec-
ember 1927
—continued.

lifetime, and in the statement filed by the trustee, the principal of this mortgage is accounted for by an entry indicating repayment to the cestui qui trust in her lifetime, but later a letter is found in which it is stated that the money is being reinvested, but no record of the principal of this mortgage which was paid in 1909 or 1910 is shown to have been invested in any security which was subsequently made by the trustee on behalf of the cestui qui trust.

(9) The learned Judge erred in dismissing the application relating to the item known as the Alexander McDonald mortgage. The ledger produced clearly discloses the fact that interest was paid on a mortgage known as the Alexander McDonald Mortgage, but no record is produced to account for how the principal of this mortgage was disposed of or dealt with by the trustee. 10

(10) On the whole evidence, taking into account the contradictory statement made by the trustee in his evidence; the fact that his evidence does not agree with the accounts; the obviously altered state of the accounts; the fact that no account was kept of the trust funds and that the trust funds were mixed up with the trustee's own personal funds, are sufficient to justify a Court in the proceeding in which the Trustee endeavoured to obtain his discharge from the trust, to compel a complete corroboration of every individual item and of all moneys which have come into his hands during his trusteeship. 20

(11) The requirements of the Surrogate Court Rules in regard to passing of accounts have not been complied with.

(12) That under the circumstances of this case, and in view of the fact that these inquiries have been made necessary by reason of the fact that the trustee neglected to keep proper accounts, he should not be entitled to his own costs of the application before the Surrogate Court Judge, or on the appeal before Mr. Justice Masten, but should be compelled to pay all the costs which have been incurred by the applicant in an effort to ascertain what happened to the funds which were placed in his hands. 30

And upon other grounds sufficient in law to support this appeal.

DATED at Toronto this day of December, 1927.

ELIZABETH BETHUNE CAMPBELL,
The Appellant,
66 St. George St.,
Toronto.

To:

R. V. Sinclair, K.C.,
Solicitor for W. D. Hogg, K.C. 40
Messrs. Elliott, Hume, McKague & Anger,
Solicitors for the Toronto General Trust Company.

No. 22.

**Notice of Cross Appeal of W. D. Hogg to the Appellate Division of the
Supreme Court of Ontario.**

IN THE SUPREME COURT OF ONTARIO.

IN THE MATTER OF AN APPEAL FROM THE SURROGATE COURT OF THE
COUNTY OF CARLETON.

IN THE MATTER OF THE AGENCY OF W. D. HOGG, K.C.,
and

IN THE MATTER OF THE ESTATE OF LADY ELIZABETH MARY HOWLAND,
deceased.

and

IN THE MATTER OF THE TRUSTEE ACT :

TAKE NOTICE that W. D. Hogg, above named, hereby appeals, by way of cross-appeal, to a Divisional Court, from that portion of the Order pronounced by the Honourable Mr. Justice Masten on the 19th day of December, 1927, whereby the Honourable Mr. Justice Masten found that Mr. Hogg had in his hands, and was accountable to the Estate of the late Lady Elizabeth Mary Howland, in the sum of \$1155.00, in addition to the sum of \$201.61 found due by Mr. Hogg to the said Estate by the Order dated the 21st day of October, 1927, made by His Honour, J. A. Mulligan, Esquire, Judge of the Surrogate Court of the County of Carleton, upon the following amongst other grounds :—

1. That the claim that Mr. Hogg is accountable to the Estate in the sum of \$1155.00 was based upon Exhibit 21, in which a charge had been made by Mr. Hogg of that amount for services during a period of about forty years, during which he acted for the late Lady Elizabeth Mary Howland, and upon certain evidence given by Mr. Hogg in relation to that charge, the said exhibit being a partial account commencing on December the 31st, 1918, and being quite incorrect, as appeared by evidence submitted upon the account which was actually before the Learned Surrogate Judge for audit, such evidence showing that when the said Exhibit 21 was prepared by Mr. Hogg for the purpose of endeavouring to make a settlement of the Appellant's claim against him, Mr. Hogg was not aware of the true state of the accounts between him and the late Lady Elizabeth Mary Howland, the fact being that on the 31st of December, 1918, the date of the commencement of such Exhibit No. 21, the said late Lady Elizabeth Mary Howland was then indebted to Mr. Hogg in the sum of \$700.20, instead of there being at that time, as appears by said Exhibit 21, a credit balance of \$80.20 in the hands of Mr. Hogg, due to the said late Lady Elizabeth Mary Howland.

2. Because, in the account being audited by the learned Surrogate Judge, Mr. Hogg is charged with the whole amount of capital received by him on behalf of the late Lady Elizabeth Mary Howland in the year 1921, and no charge for service is made in the said account, and to again charge

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No. 22.
Notice of
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to the
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Division
of the
Supreme
Court of
Ontario,
9th Jan-
uary 1928.

*In the
Supreme
Court of
Ontario
(Appellate
Division).*

No. 22.
Notice of
Cross-
Appeal of
W. D. Hogg
to the
Appellate
Division
of the
Supreme
Court of
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9th Jan-
uary 1928—
continued.

Mr. Hogg with the sum of \$1155.00 which, when he made up Exhibit 21 he then erroneously believed he had in hand, would be to make Mr. Hogg accountable twice for the said sum of \$1155.00.

3. Because, on the taking of the account by the learned Surrogate Judge, none of the items on the credit side of the account shown as expended by Mr. Hogg, were struck out, and no items were added to the debit side of the account as having been received by Mr. Hogg, other than those appearing in the said account, and other than the small sums found by the learned Surrogate Court Judge in his reasons for judgment proper to be added to the debit and to the credit side of the said account amounting to an addition to the debit side of the account of the sum of \$402.81, for which sum Mr. Hogg had omitted to take credit, and to the debit side of the account of the sum of \$231.45, with which Mr. Hogg had omitted to charge himself, and the ultimate result shows that \$401.61 is the true amount in Mr. Hogg's hands for which he is accountable. 10

4. That the evidence taken on the enquiry before the learned Surrogate Judge shows that in 1895, Mr. Hogg advanced the late Lady Elizabeth Mary Howland, then Mrs. Bethune, on the occasion of her marriage to the late Sir William P. Howland, the sum of \$600.00, which sum was never thereafter specifically returned to Mr. Hogg, and, because the evidence further shows that for many years Mr. Hogg, by error, paid the late Lady Elizabeth Mary Howland \$52.00 annually, or thereabouts, as interest upon a supposed investment, which investment did not in fact exist, and which sum of \$52.00 was, in fact, a sum of \$52.00 paid annually in excess of the amount received by Mr. Hogg for an investment made with the Capital Real Estate Company. 20

5. The aggregate amount so paid by error, by Mr. Hogg, approximated \$600.00 which, with the advance of \$600.00 above referred to, less certain repayments, left the late Lady Elizabeth Mary Howland indebted to Mr. Hogg, on the 31st of December, 1918, in the sum of \$700.20, and which moneys if charged in Exhibit 21 against the late Lady Elizabeth Mary Howland, as they should have been charged, would have shown an apparent indebtedness of Mr. Hogg, amounting to \$461.22, or, almost exactly the amount found in Mr. Hogg's hands by the learned Surrogate Court Judge. 30

And for such other reasons as may be advanced by Counsel in support of the said Cross-appeal, upon the hearing thereof.

Dated the 9th day of January, 1928.

R. V. SINCLAIR,
Solicitor for Cross-Appellant. 40

No. 23.

Letter, R. V. Sinclair to Registrar of Appellate Division.

Counsel for
Messrs. Caron & Caron
Patent Solicitors
Ottawa, Ont.

Cable Address " Clair "
Phone Queen 911.

*In the
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No. 23.
Letter, R.V.
Sinclair to
Registrar of
Appellate
Division,
1st March
1928.

R. V. SINCLAIR, K.C.
Barrister, Solicitor.
Notary Public.

Booth Building, Sparks St.,

10

Ottawa March 1, 1928 192
Ontario.

The Registrar,
First Appellate Division,
Supreme Court of Ontario,
Osgoode Hall,
Toronto, Ont.

Dear Sir :—

Re : Estate late Elizabeth Mary Howland.

20 When the above appeal was argued, His Lordship, the Chief Justice, desired me to make an enquiry amongst the Banks in Ottawa, to see if any evidence could be found at any of them, of the issuance to Messrs. McAmmond & Martin of two drafts, one for \$1100.00 and the other for \$500.00 in favor of Lady Elizabeth M. Howland, which drafts Mr. W. D. Hogg stated in his evidence, were procured by McAmmond & Martin under his instructions, when they desired to pay off the loan in March or April of 1917, and which drafts Mr. Hogg stated he gave to Lady Howland at the Welland Hotel at St. Catherines, at that time.

30 I have made an enquiry from each branch of every Bank in Ottawa with respect to these drafts.

I have been informed by the branch of the Royal Bank in Hintonburgh, that the register containing the list of drafts sold in 1917, has been destroyed.

I have been informed by the Bank of Montreal that their draft registers are destroyed after ten years and that, therefore, it is not possible for that bank to say whether or not the drafts were procured there.

40 I have been informed by the By Ward Market Branch of the Canadian Bank of Commerce, that their records are destroyed every six years, and that therefore the information cannot be furnished.

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The rest of the Banks have replied in the negative.

As Messrs. McAmmond & Martin did business on By Ward Market, it would seem to me more than likely that they would have purchased the drafts at the By Ward Market Branch of the Canadian Bank of Commerce.

Will you be good enough to place this letter before His Lordship, the Chief Justice?

Yours very truly,

R. V. SINCLAIR.

No. 23.
Letter, R. V.
Sinclair to
Registrar of
Appellate
Division,
1st March
1928—

continued.

No. 24.
Letter,
Registrar of
Appellate
Division to
R. V. Sin-
clair, 2nd
March 1928.

No. 24.

Letter, Registrar of Appellate Division to R. V. Sinclair.

10

March 2nd, 1928.

R. V. Sinclair, Esq., K.C.,
Barrister, etc.,
Booth Building,
Ottawa, Ont.

Dear Sir :—

Re : Estate late Elizabeth Mary Howland.

I am in receipt of your letter of March 1st which you desired me to place before the Honourable the Chief Justice of Ontario. This I have done as you requested.

20

Yours very truly,

Assistant Registrar of the
Supreme Court of Ontario.

No. 25.
Letter, R. V.
Sinclair to
Registrar of
Appellate
Division,
16th March
1928.

No. 25.

Letter, R. V. Sinclair to Registrar of Appellate Division.

Copy.

Ottawa, March 16, 1928.

The Registrar,
First Appellate Division,
Osgoode Hall,
Toronto—Ont.

30

Dear Sir :

Re : Lady Howland Estate.

You will, perhaps, remember that His Lordship the Chief Justice, asked me to make some enquiry in Ottawa, for the purpose of trying to ascertain at what Bank McAmmond & Martin purchased two drafts—one for \$500.00 and one for \$1100.00 in March or April of 1917.

I have to-day received a telephone message from La Banque Provinciale du Canada, 125 Rideau Street, saying that all their books and records were destroyed by fire in 1925, and, therefore, they are unable to give me any information as to whether or not the drafts in question were obtained in their Bank.

As this Bank is quite near the Market where McAmmond and Martin carried on business, it is altogether possible that the drafts in question may have been purchased there.

I would feel very much obliged if you would be good enough to
10 communicate the foregoing to His Lordship the Chief Justice.

Yours truly,
(Sgd.) R. V. SINCLAIR.

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—
No. 25.
Letter, R.V.
Sinclair to
Registrar of
Appellate
Division,
16th March
1928—
continued.

No. 26.

Reasons for Judgment.

(A) HODGINS, J.A. (concurrent in by MULOCK, C.J., and GRANT, J.A.)

FIRST DIVISIONAL COURT.

App. Div.

Re Howland Estate.

20 Copy of Reasons for Judgment of Hodgins, J.A., delivered 29th November,
1928.

Mrs. CAMPBELL, appellant in person.

SINCLAIR, K.C., for W. D. Hogg, K.C., and Mrs. Lindsey.

E. V. MCKAGUE, for the Toronto General Trusts Corporation, administrator
of the estate of the late Lady Howland.

Appeal by Mrs. Campbell a daughter of Lady Howland, deceased,
and cross-appeal by Mr. Hogg from the judgment of the Honourable
Mr. Justice Masten, dated the 19th day of December, 1927, heard by
this Court on the 2nd, 13th, 14th and 15th days of February, 1928, when
judgment was reserved.

30 The order made by the Honourable Mr. Justice Masten was on
appeal from the late Judge Mulligan, Judge of the Surrogate Court of the
County of Carleton, who made his report on the 21st October, 1927.

The reasons for judgment given by the learned Surrogate Court Judge
are as follows :

“ This action is submitted under the provisions of ‘ The Trustee
Act,’ Statutes of Ontario, 1926, Cap. 40, Section 24.

40 “ The account lacks any statement of what the original estate
consisted, but purports to disclose all the moneys received by the
Trustee for Lady Howland, and the amount thereof paid to her. The
account extends over a period of forty years without any indication of

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dissatisfaction with the accounting. It is questioned after the death of Lady Howland. One heir-at-law has exercised her right to question the accuracy of the accounting.

“The Trustee has reached an age approximating eighty years, and his memory, endeavouring to recall acts extending over forty years, is more dangerous than he suspected, but I have confidence in his disposition to be just.

“I credit the loss of his books as hampering a full accounting, and bearing this in mind, am disposed to be indulgent in enabling him to clear the account. Under the circumstances I accept the amount as fyled, although not complying with the form required in the Surrogate Court, under Rule 38. 10

“In 1911, after more than twenty-five years of dealing, the Trustee delivered, as I believe, a statement to Lady Howland of the account between them at that date, showing the balance of capital in hand. This disposes in my mind of any liability to her estate in respect of the O’Toole, Patterson, Betts and Douglas mortgages. If Lady Howland had the mental vigour for the long period thereafter, which was conceded on the hearing, it would be remarkable if she could completely have lost sight of those securities. It is incredible to me that the expectation of the early payment of the O’Toole mortgage, if not remitted, did not arouse enquiries and protests which would have marred the relations of the parties. 20

“On the question of the necessity of corroboration of the statement of the Trustee required by R.S.O. 1914, Cap. 76, I hold that there had been an underlying connection between several disputed items sworn to by the Trustee, and his evidence is corroborated with respect to some of these, so as to satisfy me as to the accuracy of his testimony and his general credibility, thus satisfying the Statute as to the rest of the items.

“The accounts were rendered as of the 17th day of January, 1927. 30

“Apparently the Trustee has received the sum of \$46,567.01, for Lady Howland, and has accounted to her for the sum of \$45,994.64, and held securities for \$8,200.00 and he has turned these over.

“I find as follows :

1. As to the moneys. The mutual admissions require these additions to the account as a credit to the estate :—

January	21, 1913,	.50
June	8, 1914, (shortage of voucher)	35.00
December	17, 1914	22.00
June	20, 1919	100.00
		\$155.50

to which I add interest at five per cent. per annum from the respective dates to the date of this Report, the sum of

75.95

\$231.45

2. As a credit to the Trustee :—		
July	15, 1892	25.00
August	2, 1902	18.00
December	28, 1904	61.88
July	7, 1918	27.50
January	17, 1919	28.00
June	13, 1916 (1)	2.00
June	13, 1916 (2)	28.00
June	13, 1916 (3)	28.00
10 June	29, 1918	20.00
		\$218.38

to which I add interest at five per cent. from the respective dates to the date of the making of this Report, in all the sum of 184.43

Making in all the sum of \$402.81 to be added to the credits of the Trustee.

Making these additions I find the Trustee is accountable in respect of the matters set forth in his account for a balance of \$401.61.

3. Representing what the Trustee claims to be the balance of the 20 moneys entrusted to him, and not accounted for, it was conceded on the passing of the accounts that with the exception of the Samuel Kelly mortgage, these have been fully realized, and no claim of improper conduct is made by any one on respect of this investment.

“I allow to the Trustee on the passing of these accounts, the sum of \$200.00 which includes a counsel fee, and to Mrs. Campbell a counsel fee of \$100.00. The costs of the Administrator will be paid on the passing of its accounts.

“I allow nothing to the Trustee as compensation for handling the money of Lady Howland, believing that it was not the intention of either 30 party that he should receive compensation for his services.”

Mr. Justice Masten in his reasons for judgment says :—

“I have no doubt regarding the substantial value of the services rendered by Mr. Hogg nor regarding the complete honesty of all his actions. The questions before the Court have arisen, in my opinion, from intimate family relations which existed and which naturally, perhaps, induced a certain looseness in recording the transactions. No claim was ever suggested by Lady Howland during her lifetime, and I have no doubt, if she were alive, no such claim would now be put forward.”

The appeals were argued before us in great detail and with minuteness 40 on the basis that Mr. Hogg was a trustee. But when the application first came before the Surrogate Court Judge it was on an affidavit of Mr. Hogg that the account filed by him was “a true and correct account of my dealings with the money of the late Lady Howland during the period of my agency for her, to the best of my knowledge, information and belief.”

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Later on Mr. Hogg voluntarily assumed the position of trustee and the accounts were proceeded with upon that basis.

The relation between Lady Howland and Mr. Hogg, who was her brother-in-law, was that of principal and agent, and however convenient it may be that to facilitate the taking of accounts in this Surrogate Court an individual should constitute himself a trustee for that purpose, I am unable to see that his mere *ipse dixit* makes him a trustee. No one can make substantive laws for himself and unless the circumstances in which he stands warrant the conclusion which he desires, he has no right to invest himself with it. 10

Mrs. Lindsey, another daughter of Lady Howland, in a memorandum submits: "That Mr. W. D. Hogg, K.C., was not, at any time, a Trustee on behalf of the late Lady Howland.

"After the death of the late James Bethune, Mrs. Bethune (subsequently, Lady Elizabeth Howland), naturally turned to her brother-in-law Mr. Hogg, for assistance in procuring investments for a portion of the moneys realized from the winding up of the estate of the late James Bethune."

I have had the advantage of reading the judgment of my brother Magee who has made a meticulous examination of the accounts. His view is that the transactions partook largely of the character of agency and that Mr. Hogg is entitled to the benefit of those presumptions arising from lapse of time and acquiescence. I agree in this latter view. *See Banks v. Cartwright*, 15 W.R 417. I would go further and say that they appear to be entirely agency transactions. 20

My learned brother's judgment, however, comes to a conclusion with which I am not accord. It is useless to attempt to arrive at an accurate result, based on figures admittedly incomplete and equally so to express the hopelessness of the task and then to send the case back for the application of certain presumptions when these same figures have been considered and these same presumptions have been made by the learned Surrogate Judge. Can this Court, with any degree of certainty, say that he was wrong and that his report should be set aside? He fairly considered the position of the parties and gave effect as far as was just to the considerations already alluded to, and I entirely fail to see how any reference back could enable any tribunal to arrive at exact or even approximate figures, or at any other or better result, when records of transactions extending from 1886 to 1926, are lost, where one of the parties is dead, and the other seriously handicapped by the loss of his books, vouchers and papers. 30 40

It is to be observed that the members of the family, other than the appellant, are satisfied with the judgment of the learned Surrogate Court Judge. I think that this is a case for applying the principle that the report of the Master who has seen and heard the witnesses and gone into the accounts should not be disturbed unless the Court can clearly say that his conclusions are erroneous. It has been affirmed by Mr. Justice Masten. His judgment, it is true, appears to increase the amount found due by the Surrogate Court Judge by the sum of \$1155.00. That was due to

a misapprehension. The Surrogate Judge allowed no compensation, and therefore the disallowance of compensation by Mr. Justice Masten makes no change in the account and the addition of it to the amount found by the Surrogate Court Judge was an error.

I would therefore on the cross-appeal direct an amendment of that judgment to the extent indicated and with that variation would dismiss the main appeal. It may be that the costs and expenses of taking the accounts in the way adopted by Mr. Hogg has materially increased the burden on the appellant, and it may also be a more satisfactory ending to the case if some additional amount to that found by the Surrogate Court Judge were allowed to her as compensation for the expenses which these proceedings have entailed, and I would be satisfied to increase the amount allowed by the Surrogate Court Judge by the sum of \$1,000 provided the appellant is willing to accept the total sum in full of her claim against the respondent, and as a settlement of the matter.

I think the appellant should have a month wherein to signify in writing to the Registrar of this Court either her acceptance or declination of this additional amount. If she accepts, judgment may be entered for the amount found due by the Surrogate Court Judge plus \$1,000 without costs. If she declines or does not accept within one month, her appeal should be dismissed and Mr. Justice Masten's judgment with the variation which I have indicated, affirmed both without costs.

I agree

“W.M.”

“D.I.G.”

J.A.

This judgment supersedes the judgment announced on the 19th of November, 1928, the form of which was due to a misunderstanding.

(B) *MAGEE, J.A.* (dissenting).

This matter comes before this Court by way of appeal by Mrs. Elizabeth B. Campbell and cross-appeal by Mr. W. D. Hogg from an order of Mr. Justice Masten varying on appeal before him an order of the Judge of the Surrogate Court of the County of Carleton made on a petition by Mr. Hogg under the Trustee Act, 1926, c. 40, s. 24 (now R.S.O. 1927, c. 150, s. 23) to take the accounts of Mr. Hogg's dealings with the late Lady Elizabeth Mary Howland, the mother of Mrs. Campbell.

Lady Howland was formerly Mrs. Bethune, widow of Mr. James Bethune, K.C., of Toronto, and was under his will sole devisee and legatee of his estate. He had died in December, 1884. Besides other assets of his estate she received \$30,000.00 of insurance on his life. She needed investments for her moneys. Mr. Hogg was her brother-in-law, a barrister and solicitor, practising at Ottawa. In and after the year 1885, he received from or for Mrs. Bethune various sums of money for investment for her and continued to invest and reinvest them, receiving payments of principal

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(B) *Magee,
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senting).

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continued.

and interest and paying her from time to time income received and some-
times it is alleged sums of principal. This continued until October 1922.
She had in 1895 been married to Sir William Howland who died in 1907.
On the 6th October, 1922, an order of Court was made declaring her
to be from age and infirmity incapable of managing her affairs and
appointing the Toronto General Trusts Corporation to be committee of
her estate. She was then 82 years of age. That Company called upon
Mr. Hogg for the moneys and securities in his hands. On the 15th October
1922, he sent them \$215.00 as being the balance of moneys and six mortgages
securing principal sums of \$8200.00 in all as the remaining securities. 10
A subsequent statement sent by him showed this \$215.00 as the balance
after deducting \$1155.00 for his services.

On the 14th August, 1924, Lady Howland died, and the same company
was appointed administrator of her estate by the Surrogate Court of the
County of Lincoln. As administrator, the company required further
accounting by Mr. Hogg, and on accounts being rendered, various questions
arose, and Mr. Hogg decided to apply to the judge of the Surrogate Court
of the County of Carleton to pass his accounts, and presented a petition
therefor. The petition was entitled "In the Surrogate Court of the County
of Carleton. In the matter of the agency of W. D. Hogg, K.C., and in the 20
matter of Lady Elizabeth Mary Howland, deceased." During the hearing
before the Surrogate Judge, a question arose whether the Petition being
entitled "in the matter of the Agency" could be dealt with under the
Trustee Act. By consent of all parties appearing, the words "And in the
matter of the Trustee Act" were added to the style of cause. The petitioner
and all parties appearing took the position before the Surrogate Court and
again here that he was a trustee and not a mere agent. Section 24 of the
Trustee Act, 1926 (c. 40) provides that a trustee desiring to pass the accounts
of his dealings with the trust estate may file his accounts in the office of 30
the Surrogate Court of a County in which he or a co-trustee is resident
or in which any part of the trust estate is situate and the proceedings and
practice upon the passing of such accounts shall be the same and have the
same effect as the passing of executors or administrators accounts in the
Surrogate Court. This is not restricted to cases where the estate of deceased
persons are concerned, but would be as applicable in Mr Hogg's case if
Lady Howland were still living. It would then be foreign to the ordinary
work or objects of Surrogate Courts. The question was raised on the
hearing of this appeal whether the Surrogate Judge acting under that
section was acting merely as *persona designata*. By section 4 of the Judges'
Orders Enforcement Act, 1926, (c. 26), now R.S.O. 1927, c. 111, s. 3) the 40
appeal from an order made by a Judge to whom jurisdiction is given as
persona designata would lie to this Division by leave and would not be
heard before a single judge. However, all parties desired and consented
that the appeal be dealt with as properly before this Court.

The account as amended 17 January 1927 (Exhibit 10) submitted by
Mr. Hogg to the Surrogate Court Judge to be passed begins only on 17 June
1886 and shows credits of moneys received up till and in July 1922 amounting
to \$39,972.38 and shows payments to or for Lady Howland up to 19 October,
1922, amounting to \$38,690.86, beside the payment on that date to the

Company of \$215.00 and a subsequent payment to it of \$581.00, thus making a total of \$39,486.86 and showing \$485.52 still in Mr. Hogg's hands, and admitting \$581.00 and \$485.52 more than he had remitted in October, 1922, but this without including the charge of \$1155.00 for services. No list of securities was filed or furnished, and in the account no receipts of moneys for investment or otherwise or disbursements or payments are shown before 17 June, 1886.

As to his earlier dealings, Mr. Hogg was under the disadvantage of lapse of years and also of loss of books and papers on removal of his office in 1910 (p. 254 of the typewritten transcript of evidence). In his evidence, however (on cross-examination, at pp. 238 to 244 of the same transcript), Mr Hogg being asked as to what moneys as a capital account he started with was able to state, apparently from searches in the Registry Office, as to mortgages, various amounts he received from Mrs. Bethune and invested as follows:—

	\$2300.00	loaned to J. P. Brophy	in March, 1885.
	4000.00	„ „ M. Kavanagh	„ April, 1885.
	5000.00	„ „ C. A. Douglas	„ March, 1885.
	1500.00	„ „ John Martin	„ March, 1885.
20	250.00	„ „ „ „	„ December, 1885.
	5000.00	„ „ H. Gisborne	„ May, 1886.

These sums make at least \$18050.00 received from Mrs. Bethune and invested before the account begins in June, 1886. He says the Martin mortgages were discharged in 1888 and a mortgage for \$1500 taken from John Lyons who subsequently sold to one Coates. That would leave \$250.00 in Mr Hogg's hands. These do not appear in the account.

Then the next investments he mentions are four in 1894, amounting to \$5600.00 on mortgages for \$1500 from one Crawley, \$400 from C. Jones, \$3500 from McDonald & Fudge, and \$200 from J. P. Brophy and as to these and some subsequent investments he is unable to state whether any of the moneys were received from her except that the account admits receiving from her in April 1910 other sums of \$1898.10 and \$390. In addition he admits having received on 22 May, 1905, \$2000.00 for shares in Dominion Coal Company which he sold for her, out of which he sent her \$200.00 leaving \$1,800 in his hands. As his account does not show any purchase by him of such shares nor does his evidence, this amount must be added to the capital he received. Thus making a total admitted of at least \$22,138.10 capital to be accounted for. Up to the end of 1894, the account shows receipts amounting to \$5,952.67 of which only one sum of \$200 on 15 July, 1892, is a payment of principal, the others being all interest received by him on investments, and the account shows payments to or for Mrs. Bethune during the same period of \$5973.82 including that \$200.00. This \$200.00 would reduce the admitted capital to \$21,938.10, but it would also indicate that if the account is correct as to receipts on investments, the admitted investments of \$5600.00 in 1894 must have been made out of additional moneys to the amount of \$5350.00 received from her, and if so the capital to be accounted for would be \$27,488.10. It is said, however, and is probable, that payments may have been made before

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senting)—
continued.

1895 on some of the mortgages of 1885 and 1886 beside Martin's. If so, the \$5600.00 investments of 1894 or some of them would doubtless be made out of such repayments on those mortgages, but then the account is defective and does not show any such receipts nor how much was reinvested.

Mr. Hogg's evidence (pp. 248-258) mentions loans after 1894 of \$200.00 to Hylan \$700 and \$400 to R. W. Betts, \$1000 to C. Armstrong, \$2250 to J. J. McDougald, \$1400 to J. O'Reilly, \$1700 to Capital Trust Co., and \$3000.00 to E. Higman, all made before 1909. None of these are entered in the account. Some of these at least he is able to say were reinvestments and not from new moneys from Lady Howland, but as to some he could not say. 19

As the account does not always state by whom moneys were paid or on what security payments were received and the names of the payers do not always correspond with the names of the mortgagors, and sometimes several sums representing different loans are put in as one sum, it is not always possible to learn from it whether securities have been fully paid.

The account shows repayments to Mr. Hogg of principal sums to the extent of \$19,225, thus in 1892 \$200, in 1895 \$405, in 1902 \$600, \$450 and \$100, in 1903 \$400 and \$100, in 1908 \$200, in 1910 \$1710 and \$1000 and \$1400, in 1912 \$3000 and \$1000, in 1913 \$1754.36, in 1917 \$1600, in 1919 \$2000, in 1921 \$1200, \$450, and \$856.50, and in 1922 \$800. This is exclusive of the credit of \$600 on September 24, 1908, as amount of capital on hand. 20

As against this \$19225 received the account shows \$13550 reinvested thus: \$800 in 1905, \$6150 in 1910, \$3000 in 1912, \$2000 in 1919, \$800 in 1921 and \$800 in 1922. Then it shows payments to Lady Howland out of capital as follows: In 1892, \$200.00, already mentioned, in 1895 \$405.00 and \$600, in 1902 \$600 and \$400 and \$100, in 1903 \$400 and \$100, in 1903 \$400 and \$100, in 1908 \$200 and \$600, in 1910 \$1000, in 1912 \$1000, in 1913 \$1500, and in 1917 \$1600. These make a total of \$9205. Some of them may not be all principal. They are the only reductions shown of the amount of the trust funds. There is also the other sum of \$200 sent her out of sale of Dominion Coal Company stock, but that has already been deducted from the \$2000 Mr. Hogg received. The item of \$600 in 1895 was an advance to Mrs. Bethune. The others were payments of principal on mortgages. It does not appear that Lady Howland ever herself received any of the securities or any payments on any of them except through Mr. Hogg. 30

On the face of things, therefore, the matter stands thus:

Mr. Hogg admittedly, or at least apparently,		
received - - - - -		\$22138.10
He repaid Lady Howland - - - - -		9205.00
		\$12933.10
He delivered to the Toronto General Trusts Corporation, Cash \$215.00 and \$581, and mortgages \$8200.00, or a total of -		8996.00

40

This leaves principal to be accounted for at least \$3937.10. This would be outside any part of the sum of \$5350 already mentioned as a possible addition. There would be the question of interest upon that amount. Apart from this there are some matters that tend to put in question the accuracy of the account.

On 11th February 1911, \$448.35 was sent Lady Howland as being the balance on hand at that date. The account now sets up a balance against her at that date of \$198.35 thus making her in debt by that remittance to the amount of \$646.70.

10 On September 24th, 1908, she is credited with amount of capital on hand \$600.00 and debited with that amount sent her. Yet now the account shows the balance before that credit as only \$396.52 and thus with that credit \$996.50. It does not appear why if it was the balance it should be credited at all, and this may be an error of Mr. Hogg against himself.

Then there is the fact of only \$216.00 being at first paid to the Committee in October 1922 as the balance and later \$581.00 more in November 1926 and now the account itself admitting \$485.52 still in hand. There is also probably an error of \$100 on 20th June 1919 in crediting only \$27.14 instead of \$127.14.

20 It appears also that when the Dominion Coal Company stock was sold for \$2000 of which \$200 was sent Lady Howland, she was informed that \$1800 had been lent to the Capital Real Estate Company. This was an error and the account only shows \$800 as having been loaned. But she had not been informed of this. It makes no practical difference in the account as she is credited with the whole \$2000 and received interest on \$1800 Mr. Hogg indeed now claims a return of the extra interest as money paid under mistake, but that raises questions as to his right under the circumstances which need not at present be dealt with.

30 Beside the general attack upon the account the appellant also as to several specific items relied upon the absence of vouchers or corroboration. One item of alleged payments to Lady Howland of \$1600.00 19th March, 1917, is strongly objected to. The account shows that sum as being on that date credited "Martin & McAmmond \$1600.00" and debited "Pd. Martin & McAmmond \$1600.00", meaning presumably "Paid Lady Howland amount received from Martin & McAmmond". They were said to be a firm of contractors in the neighbourhood of Ottawa to whom a loan had been made by Mr. Hogg in May 1885. Credits thereon as of interest paid appear in the account at various times the last being of \$48.00 each December 10, 1912, December 17, 1913, July 2, 1915, May 13, 1915, April 22, 1916 and
40 February 21, 1917. Why no interest was paid with the principal does not appear. Nor indeed how much of the \$1600.00 was principal, though I have calculated it all as a reduction of capital. Mr. Hogg was unable to produce any voucher for the \$1600.00 or any letter to or from Lady Howland, and he thought the firm at his suggestion must have brought a draft in her favour and given it to him and that he had handed it to her when at St. Catharines on other business. No trace of the payment could be found in Lady Howland's papers or bank account. There was no proof offered

*In the
Supreme
Court of
Ontario
(Appellate
Division).*

—
No. 26.
Reasons for
Judgment,
29th Nov-
ember 1928.
(B) Magee,
J.A. (dis-
senting)—
continued.

*In the
Supreme
Court of
Ontario
(Appellate
Division).*

No. 26.
Reasons for
Judgment,
29th Nov-
ember, 1928.
(B) Magee,
J.A. (dis-
senting)—
continued.

of any draft of such amount by any bank and it is said such proof after the lapse of time could not be obtained. A discharge of mortgage signed by Lady Howland would not necessarily establish that she had received the money because it might be signed in advance of payment. One would think that further enquiries as to the partners in the firm or their bankers would localize the particular bank as they must have been well known after doing business for 32 years, and though some bank papers may have been destroyed, it is not likely the bank books were.

In March 1890 Mr. Hogg had opened a mortgage book for Mrs. Bethune to keep. On the first page he wrote "Record of Mrs. E. M. Bethune's mortgage March 1890", and on the 19 succeeding pages he entered one on each page 19 different loans from 1885 to 1889. Of these one is \$1100 to James McAmond, and the next to Thomas Martin \$500 but unlike the other loans no land is mentioned. 10

That book remained in Mrs. Bethune's possession and any entries therein after March 1890 are in her writing or that of some one else not Mr. Hogg. There are entered seven loans before September 1886, being to Brophy \$1800 and \$500, Kavanagh \$4000.00, Douglas \$5000.00, McAmond \$1100.00, Martin \$500.00, Gisborne \$5000. These total \$17,900.00. In 1889 there is a loan of \$1500 to John Lyons. These are the only Ottawa loans entered up to March 1890. The other 11 loans entered amounting to \$14,875.00, including one in May 1885 are on properties in or near Toronto and not mentioned by Mr. Hogg in his account. This would indicate that Mr. Hogg was entering for Mrs. Bethune as then existing only \$19,400.00 Ottawa loans, but it does not indicate what money was in his hands at the beginning of his account filed or in March 1890 and the additional capital sums of \$1800.00, \$1898.10 and \$390.00 were received by him subsequently. 20

The learned Surrogate Court Judge has found that instead of the total shown in the account the total which came to the trustee's hands was \$46,709.06 beside the \$8200.00 of mortgages, and that he had properly disbursed \$46,397.45. This would leave a balance of \$401.61 in his hands of which \$200.00 was allowed him for his costs &c. on passing the accounts, and the remaining \$201.61 was due from him. The learned Judge declined to allow the trustee any compensation for his services. 30

From this finding the appeal and cross appeal were brought before Masten, J.A., who directed that the \$201.61 should be increased by \$1155.00, the amount claimed by Mr. Hogg for his services, making \$1366.61 due by the trustee. He agreed with the Surrogate Court Judge that no compensation should be allowed and in other respects confirmed the finding appealed from. But as the \$1155.00 had not been allowed its continued disallowance on appeal would not increase Mr. Hogg's liability. 40

It would seem manifest that the learned Surrogate Court Judge did not take into consideration Mr. Hogg's evidence showing that large sums had come into his hands and that investments had been made both before and after the commencement of the account and that no mention was made of these and no means afforded to the Court to ascertain really how

much capital the trustee had received. Without having a proper basis the accounts could not be taken or passed and the whole enquiry was nugatory and the finding really contrary to the evidence.

Most of much of the trouble as to special items and the question of corroboration had to be determined upon consideration of the weight to be attached to the trustee's own recollection and evidence. If he really had received large sums which he omitted from his account, the same reliance could not be placed upon his remembrance of the long dealings.

It has to be borne in mind that Lady Howland was not inexperienced
 10 nor incapable of realizing how much income she should receive from her investments. The mortgage book referred to shows her own entries for many years and it showed her the rate of interest upon the loans. The early ones bore six per cent. or over. If Mr. Hogg's account is correct he only sent her from 1886 to 1899 inclusive about \$9418.00 in thirteen and a half years or an average of \$698.00 per annum. That at 6% would only indicate a capital of \$11,633.00. From the point of view of either side, it is difficult to believe that to be any where near correct. Yet we do not hear of any complaint upon her part and the inference would seem to be that the present information before the Court leaves much to be
 20 added to it.

The trustee was under the very serious disadvantage of the lapse of so many years and the loss of books and papers and it would be unjust to him that without further inquiry the question should be determined upon the evidence as it stands showing apparently considerable sums received by him outside of his account and also considerable sums invested by him.

In the interests of both parties the appeal should be allowed and the matter should go back to the Surrogate Court Judge so that he may consider the evidence as to the dealings outside the account, and as much
 30 may depend as to special items upon the result, it is better in the interest of all parties that the case should go back at large so that any party may adduce any further evidence upon any point. It would appear that two accountants getting together could straighten out many of the involved questions, or at least bring the matters to such a stage that only neat questions will have to be determined. That, however, is for the parties. It would be a desirable ending if the parties themselves could see their way to a settlement to reach which I feel this Court should strongly urge all parties.

I am in reality deciding nothing beyond the fact that there are
 40 unexplained or only partly explained matters which clearly require to be straightened out. The learned Surrogate Court Judge need not feel himself bound by any statements made in this presentation of my views which confines itself to showing how impossible it is to come to a definite conclusion upon the present accounts and evidence.

The costs already incurred and of this appeal should, I think, be left to be disposed of as part of the costs of passing the accounts, which can be better done when further evidence is taken.

*In the
 Supreme
 Court of
 Ontario
 (Appellate
 Division).*

No. 26.
 Reasons for
 Judgment,
 29th Nov-
 ember, 1928.
 (B) Magee,
 J.A. (dis-
 senting)—
continued.

*In the
Supreme
Court of
Ontario
(Appellate
Division).*

No. 26.
Reasons for
Judgment,
29th Nov-
ember, 1928.
(B) Magee,
J.A. (dis-
senting)—
continued.

There is nothing to indicate that while Lady Howland was competent to attend to her affairs any question ever arose as to the sufficiency of income received from Mr. Hogg on the funds or investments in his hands or that any difficulty would arise were she now living and not incapacitated. It would seem that the remittances or payments to her of interest and sometimes principal moneys were as a rule of sums as received and not at periodical times and at least some of the moneys invested were specific sums received from her for the particular loan and the securities seem to have been taken in her name. The transactions thus partook largely of the character of agency. Mr. Hogg has, however, taken a proceeding which assumes his being a trustee and he has not raised any question under the Statutes of Limitations. Nevertheless he is entitled to the benefit of those presumptions arising from lapse of time and acquiescence which Courts have always and properly acted upon and which Statutes of Limitations were intended to crystallize. It would seem that Mrs. Campbell is the only one of those interested who is dissatisfied with the findings of the learned Surrogate Court Judge. In view of that fact, it would seem desirable that some arrangement might well be come to between the members of the family, as between themselves and with Mr. Hogg by which further litigation and costs might be avoided by the payment to Mrs. Campbell of a fixed sum and authorizing the administrator to settle the matter. It is travelling out of our province and is doubtless illogical but I would venture to suggest that if a sum of \$1,000 were paid to her as in full of her share of all moneys alleged to be due from Mr. Hogg beyond those already paid by him to the Company and her costs, it might be accepted as a family settlement of a troublesome difficulty. But this is only a tentative suggestion offered because it seems so difficult to arrive at an exact solution.

No. 27.
Letter, Mrs.
Campbell to
Senior
Registrar,
Supreme
Court of
Ontario,
29th Nov-
ember, 1928.

No. 27.

Letter. Mrs. Campbell to Senior Registrar, Supreme Court of Ontario.

IVERHOLME
74 St. George St.
Toronto, 5

Nov. 29, 1928.

My dear Mr. Harley :

Will you please thank their Lordships for giving me their final judgment in my appeal

It is most kind and gracious of them to suggest my taking a month in which to consider their judgment, but while grateful for this suggestion I shall be unable to do so, as it is some time now since my hearing in February.

On *no* account could I accept the \$1,000. so kindly offered me by their Lordships as a settlement in full by Mr. Hogg, and I herewith refuse it and I judge that therefore my appeal from Mr. Justice Masten's decision is dismissed, by the First Divisional Court or Court of Appeal and that they further order Mr. Hogg to still retain the \$1155.00 which Mr. Justice Masten ordered him to pay over.

With my regards and many thanks to yourself for your courtesy and kindness to me which I shall *never* forget.

Sincerely yours,

ELIZABETH BETHUNE CAMPBELL.

10

THE SUPREME COURT OF ONTARIO.

Received
Nov. 30, 1928.
Central Office.

*In the
Supreme
Court of
Ontario
(Appellate
Division).*

No. 27.
Letter, Mrs.
Campbell to
Senior
Registrar,
Supreme
Court of
Ontario,
29th Nov-
ember, 1928
—*continued.*

No. 28.

Formal Judgment.

369
Law Stamps
\$2.40

20 Cancelled
(Seal.)

S. C. O.
Pages 143 & 144
of
Chamber Order Book.

No. 28.
Formal
Judgment,
29th Nov-
ember 1928.

IN THE SUPREME COURT OF ONTARIO.

The Right Honourable THE CHIEF JUSTICE OF ONTARIO.
The Honourable Mr. JUSTICE MAGEE.
The Honourable Mr. JUSTICE HODGINS.
The Honourable Mr. JUSTICE GRANT.

Thursday, the 29th day of November, 1928.

IN THE MATTER OF AN APPEAL FROM THE SURROGATE COURT OF THE
COUNTY OF CARLETON.

30 IN THE MATTER OF THE AGENCY OF W. D. HOGG, K.C.
and

IN THE MATTER OF THE ESTATE OF LADY ELIZABETH MARY HOWLAND,
deceased.

and

IN THE MATTER OF THE TRUSTEE ACT.

This is to certify that upon motion made unto this Court on the
2nd, 13th, 14th and 15th days of February, 1928, by Elizabeth Bethune
Campbell one of the heirs-at-law of the Estate of the late Lady Elizabeth
Mary Howland, deceased, in person by way of appeal from the Order
40 of Mr. Justice Masten, dated the 19th day of December, 1927, on appeal

*In the
Supreme
Court of
Ontario
(Appellate
Division).*

No. 28.
Formal
Judgment,
29th Nov-
ember 1928
—continued.

from the judgment of His Honour Judge Mulligan, Judge of the Surrogate Court of the County of Carleton, dated the 21st day of October, 1927, and upon motion made by counsel for the said W. D. Hogg by way of cross appeal from the said Order of the Honourable Mr. Justice Masten in the presence of the said Elizabeth Bethune Campbell in person and of Counsel for the said W. D. Hogg, and for The Toronto General Trusts Corporation Administrator of the Estate of the said Lady Elizabeth Mary Howland, deceased, upon hearing read the Order of Mr. Justice Masten and the Order of the said Surrogate Court Judge and the papers and proceedings used on the application before the said Surrogate Court Judge and on the appeal before Mr. Justice Masten and upon hearing what was alleged by the said Elizabeth Bethune Campbell and by counsel aforesaid this Court was pleased to direct that the said appeal and cross appeal should stand over for judgment and the same coming on this day for judgment. 10

1. This Court did order that the said appeal should be and the same was dismissed and that the cross appeal of the Respondent W. D. Hogg should be and the same was allowed and that the said Order of Mr. Justice Masten should be varied and as varied be as follows :

(1) This Court doth order that the appeal and the cross appeal 20
from the Order of His Honour Judge Mulligan be and the same are dismissed.

(2) And this Court doth further order that there be no costs to any of the parties of the appeal or of the cross appeal to Mr. Justice Masten.

2. And this Court did further order that there be no costs of this appeal or this cross appeal to any of the parties thereto.

E. HARLEY,
Senior Registrar,
S. C. O. 30

I.J.L.
10/12/28.

Entered C.O.B. 104 Pages 143-144.
January 28th, 1929.

L. G.

(Seal.)

No. 29.

Certificate of Accountant of Supreme Court as to payment of security for costs into Court.

ACCOUNTANT'S OFFICE.
SUPREME COURT OF ONTARIO.
TORONTO.

(Stamp.)

Re : Lady E. M. Howland, 1933.

I certify that Elizabeth B. Campbell has paid into Court Two
10 Thousand dollars (\$2000.00) Security for Appeal to the Privy Council.

LAWRENCE BOYD,
Accountant.

January 5, 1929

This is Exhibit " B " to the affidavit of Elizabeth Bethune Campbell.
Sworn before me this 5th day of January, 1929.

JOHN C. M. MACBETH.
A Commissioner, &c.

*In the
Supreme
Court of
Ontario
(Appellate
Division).*

No. 29.
Certificate of
Accountant
of Supreme
Court as to
Payment of
security for
costs into
Court,
5th Jan-
uary 1929.

No. 30.

Order admitting Appeal to His Majesty in Council.

20

IN THE SUPREME COURT OF ONTARIO.

The Right Honourable the CHIEF JUSTICE
of ONTARIO,
The Honourable Mr. JUSTICE MAGEE,
The Honourable Mr. JUSTICE HODGINS,
The Honourable Mr. JUSTICE MIDDLETON.

Friday, the 1st day of
February, 1929.

IN THE MATTER OF AN APPEAL FROM THE SURROGATE COURT OF THE
COUNTY OF CARLETON.

IN THE MATTER OF THE AGENCY OF W. D. HOGG, K.C.,
and

30 IN THE MATTER OF THE ESTATE OF LADY ELIZABETH MARY HOWLAND,
DECEASED.

and

IN THE MATTER OF THE TRUSTEE ACT.

UPON THE APPLICATION of Elizabeth B. Campbell, the Appellant in person,
before the Honourable Mr. Justice Magee, and in presence of Counsel for
W. D. Hogg, and the Toronto General Trusts Corporation, Administrators
of the Estate of Lady Howland, deceased, Respondent on the 10th day of
January 1929, for an Order approving the Security of \$2,000.00 deposited

No. 30.
Order
admitting
Appeal to
His Majesty
in Council
1st Feb-
ruary 1929.

*In the
Supreme
Court of
Ontario
(Appellate
Division).*

No. 30.
Order
admitting
Appeal to
His Majesty
in Council,
1st Feb-
ruary 1929
—continued.

in the Court by the Appellant as security that she will effectually prosecute her Appeal from the Judgment of the Appellate Division of the Supreme Court of Ontario, dated 29th day of November 1928, to His Majesty in Council and will pay such costs and damages as may be awarded said Respondent by His Majesty in Council. And the said Motion having been enlarged by the Honourable Mr. Justice Magee before the full Court of the said First Appellate Division, and the same coming on to be heard before the last mentioned Court on the 15th of January 1929.

Upon reading the affidavit of the Appellant and the Exhibits therein referred to and the Certificate of the Accountant of the Supreme Court of Ontario as to the deposit of the said moneys into Court as security and judgment thereon having been reserved until this date. 10

1. THIS COURT DOTH ORDER that the said security is hereby approved and allowed as good and sufficient security and that the said Appeal be admitted.

2. AND THIS COURT DOTH FURTHER ORDER that the respondent W. D. Hogg, K.C., shall not be allowed any costs of this application before the full Court, save as to this, the costs be costs in the Appeal.

27/3/29.
(Seal.)

E. HARLEY,
Senior Registrar of the
Supreme Court of Ontario. 20

No. 31.
Order
of the
Supreme
Court of
Ontario
instructing
that a Me-
morandum
be attached
to Reasons
for Judg-
ment,
18th March
1929.

No. 31.

Order instructing that a Memorandum be attached to Reasons for Judgment.

By instructions of the Judges of the First Divisional Court, dated the 18th of March, 1929, the following memorandum is attached to the reasons for judgment:—

The memorandum filed on behalf of Mrs. Cora Ann Lindsay was withdrawn on the 13th of February, 1928, before the argument was proceeded with.

E. HARLEY,
Senior Registrar of the
Supreme Court of Ontario. 30

EXHIBITS.

Exhibits.

30.—Inventory and Valuation of Estate of James Bethune.

30.

Inventory and Valuation.

Inventory and valuation of Estate of James Bethune, 8th January 1885.

IN THE SURROGATE COURT OF THE COUNTY OF YORK.

In the Estate of JAMES BETHUNE deceased.

Inventory and Valuation of the Property of the said deceased.
General Description of Property.

	Value or Amount.
Household Goods and Furniture	4,000.
10 Farming Implements &c.	
Stock in Trade	
Horses	
Horned Cattle	
Sheep and Swine	
Book Debts and Promissory Notes	3,000.
Moneys secured by Mortgage	
Moneys secured by Life Insurance	30,000.
Bank Stock and other Stocks	
Securities for Money	
20 Cash on Hand	
Cash in Bank	350.
Farm Produce of all kinds	
Other Personal Property not before mentioned (if any) Library	2,500.
Real Estate	
	\$39,850.

I, Elizabeth Mary Bethune of the City of Toronto in the County of York, widow of James Bethune deceased above named, make oath and say that I am the lawful widow and relict of James Bethune deceased above named, that the above is, to the best of my knowledge, information and belief, a true inventory and valuation of the property of the said deceased at the time of his death, as far as I can at present ascertain.

Sworn before me at the City of Toronto, }
in the County of York, this 8th day } ELIZABETH M. BETHUNE.
of January, A.D. 1885. }

W. J. MORSE,
A Commissioner.

Exhibits. Canada.

Province of Ontario.

30.

Inventory
and valuation
of
Estate of
James
Bethune,
8th January
1885—
continued.

IN HIS MAJESTY'S SURROGATE COURT OF THE COUNTY OF YORK.

I, ARTHUR F. WALLIS, Registrar of His Majesty's Surrogate Court of the County of York, DO HEREBY CERTIFY the foregoing to be a true copy of the original Inventory of Valuation in the Estate of James Bethune late of the City of Toronto, in the County of York, Solicitor, Queens Counsel, Deceased and which said Inventory now remain of record in the said Surrogate Court.

Dated at the City of Toronto in the said County of York this twenty fifth day of January in the year of our Lord one thousand nine hundred and twenty-seven. 10

ARTHUR F. WALLIS,
Registrar of the Surrogate Court
of the County of York.

(Seal.)

31.—Probate of James Bethune.

31.

Probate of
James
Bethune,
13th January
1885.

Canada. Province of Ontario.

IN HER MAJESTY'S SURROGATE COURT OF THE COUNTY OF YORK.

5547 20

Be it known that on the thirteenth day of January in the year of our Lord one thousand eight hundred and eighty five the Last Will and Testament of

JAMES BETHUNE

late of the City of Toronto, in the County of York and Province of Ontario, Queens Counsel deceased, who died on or about the eighteenth day of December in the year of our Lord one thousand eight hundred and eighty four at Toronto in the County of York and who at the time of his death had a fixed place of abode at Toronto in the said County of York was proved and registered in the said Surrogate Court, a true copy of which said Last Will and Testament consisting of two paper writings is hereunder written and that the administration of All and Singular the personal estate and effects, rights and credits of the said deceased and in any way concerning his Will was granted by the aforesaid Court to Elizabeth Mary Bethune, of Toronto, aforesaid, Widow, the Executrix named in the said Will she having been first sworn well and faithfully to administer the same by paying the just debts of the deceased and the legacies contained in his Will so far as she is thereunto bound by law and to exhibit under oath a true and perfect 30

Inventory of All and Singular the said estate and effects, rights and credits and to render a just and true account of her Executorship whenever required by law so to do.

Exhibits.

31.

Probate of
James
Bethune,
13th January 1885—
continued.

J. G. BROWN,
Registrar of the Surrogate Court
of the County of York.

(Seal.)

The last Will and Testament of James Bethune of the City of Toronto in the County of York, Province of Ontario, Barrister at Law.
10 I James Bethune above named hereby make my last Will and Testament in the words following. I devise and bequeath unto my dear Wife Elizabeth Mary Bethune all my property real and personal and where ever situate for her own use and benefit I appoint her Executrix hereof and I appoint her Guardian of my infant children. Witness my hand at Toronto this 5th day of February 1883. JAMES BETHUNE.

Signed Published and Declared by the said James Bethune testator above named as and for his last Will and Testament in the presence of us the undersigned who in his presence at his request and in the presence of each other have hereunto subscribed our names as Witnesses :

20 W. J. FRANKS.
WALTER BARWICK.

My Will, I devise and bequeath all my property real and personal to my dear Wife, Witness my hand this 20 June 1884.

JAMES BETHUNE.

Signed published and declared as and for my last Will and Testament in the presence of each of us who in his presence and in the presence of each other have hereunto set our hands as Witnesses.

ALFRED B. CAMERON. J. A. MULLIGAN of the City of Toronto.

IN HIS MAJESTY'S SURROGATE COURT OF THE COUNTY OF YORK.

30 In the Estate of James Bethune, Deceased.

I, ARTHUR F. WALLIS, Registrar of the Surrogate Court of the County of York, DO HEREBY CERTIFY THE foregoing to be a true copy of the Letters Probate of the last Will and Testament of James Bethune late of the City of Toronto in the County of York, Solicitor, Queens Counsel, Deceased, which said probate remains of record in the Registry of the said Surrogate Court.

Dated at the City of Toronto in the County of York this twenty-fifth day of January in the year of our Lord one thousand nine hundred and seven.

40

ARTHUR F. WALLIS,
Registrar of the Surrogate Court
of the County of York.

(Seal.)

Exhibits.

1.—Letter, W. D. Hogg to Mrs. Bethune.

February 2, 5.

1.
Letter,
W. D. Hogg
to Mrs.
Bethune,
2nd Febru-
ary 1895.

MY DEAR MRS. BETHUNE :

I have settled the Lyon matter at last and I now enclose you my cheque for \$405.00 being the balance over a thousand of the amount coming to you. The \$1,000.00 will stand in a special a/c subject to your call, as we arranged.

The Lyon A/C is as follows :

Amt. of Mtge.	\$1,500.00	
One year's interest	105.00	10
	<u>1,605.00</u>	
Deduct amt. coming to me on Marshall & Fudge Loan	200.00	
	<u>1,405.00</u>	
Amt. of cheque enclosed	405.00	
Amt. of Special deposit	1,000.00	1,405.00

This settles a long standing bother and I am very glad of it. Agnes and I were at the Rideau Club Ball last night and it was the finest Ball ever given in Ottawa, nothing at Rideau Hall ever approached it for style, fine surroundings, pretty clothes and good looking people. It opened the eyes of their Excellencies who graced it by their presence. I am sorry you were not able to stay for it. I had two very busy days in Toronto when I was up this week and was sorry I could not get up to see you. We are all well. There are three Balls next week but I am doubtful about going to any of them although invited.

Love to Charlie and Bessie.

Yours affectionately,
WILL.

34(1).

34(1).—Letter, W. D. Hogg to Mrs. Bethune.

June 11, 5.

Letter,
W. D. Hogg
to Mrs.
Bethune,
11th June
1895.

MY DEAR MRS. BETHUNE :

I received your favor acquainting me with the fact that the important question has been practically decided. I am pretty busy, but in a *crisis* like this I cannot desert the cause. I will go up on Thursday night and spend Toronto for \$

(Torn across.)

34(2).—Letter, W. D. Hogg to Lady Howland.

Exhibits.

May 6th, 1903.

34(2).

MY DEAR BESSIE :

Letter,
W. D. Hogg
to Lady
Howland,
6th May
1903.

I enclose cheque for \$76.25. This is the interest on O'Tooles Mtge. \$41.25 and Douglas Mtge. \$35.00, making \$76.25. I have not at present an application for a loan, but one may turn up any day. I am arranging the loan to Mrs. Patterson, so that it will be paid off. Dickson is borrowing a larger sum on the property here and your loan, of course, has to be paid off. It was not very satisfactory and there is some interest
10 unpaid which I will now hope to get and send you. I will therefore have \$2300.00 on hand in a few days. I will try and get a loan for that amount if possible and if I can get one for \$2500 perhaps you will, as you say, be able to make up the difference.

I got your letter and was sorry to hear that you had been suffering from a cold. I have not heard from Fred for some weeks and I don't know whether he is coming home soon or not. I am glad however that he is well. I am afraid there will not be much of the Patterson estate left soon. I was rather surprised when Dickson was down here a few days ago to find that every dollar of the Judges money which was invested
20 in mortgages in Toronto amounting to about \$1600.00 had all disappeared. Dickson said it was necessary in the meantime until he got in a way to keep up with the fixed charges of household expenses &c. He is very anxious to sell the property here. It would have been done long ago but I told him it would be better to keep it. It has not however been very profitable to them lately as most of the rent has gone to keep it in repair and pay interest and insurance. I am afraid the poor old lady will see hard times if she lives much longer.

Agnes writes that she is feeling stronger. They have too many treatments at Clifton Springs. They keep her in a constant state of preparation
30 for treatment. However if it relieves her head and neck, it will be a blessing.

Bill and I are quietly keeping house together. I find that the case I am in at the Court of Appeal will not be reached this week, but perhaps next week. When I go to Toronto, I will be sure to pay you a visit.

Yours affectionately,
WILL.

34(3).—Letter, W. D. Hogg to Lady Howland.

34(3).

Nov. 3rd, 5.

MY DEAR BESSIE :

Letter,
W. D. Hogg
to Lady
Howland,
3rd Nov-
ember 1905.

40 I enclose three orders amounting to \$108.85, the interest on the following mortgages: Betts \$33.00, R. C. Douglas \$35.00 and Capital Real Estate Co. \$41.25. This amounts to \$109.25 and the price of the orders is 40c, leaving \$108.85. I expected to have as much more by

Exhibits. this afternoon but the parties did not turn up. I will very likely get it to-morrow and will then send it to you.

34(3).
Letter,
W. D. Hogg
to Lady
Howland,
3rd Nov-
ember 1905
—continued.

The \$1800.00 balance of Coal Stock I put on a mortgage with the Capital Real Estate Co., and it is well invested. I will send you particulars of it when I write to-morrow or next day. I was in Toronto on the 5th and 6th last month, but I understood you were still in St. Catharines or I certainly would have looked you up. I will be in Toronto again about the first week of next month—perhaps earlier and will call on you. Agnes has been in Toronto two or three weeks and I suppose you have been together often. I think she is coming home to-morrow. Charlie 10
is looking well after his trip to Nova Scotia. Love to Bessie.

Yours affectionately,
WILL.

25.

25.—Letter, W. D. Hogg to Lady Howland.

Jan. 16th, 1906.

Letter,
W. D. Hogg
to Lady
Howland,
16th Janu-
ary 1906.

MY DEAR BESSIE :

I enclose you a cheque for \$109.88, being the interest on John McDougald's mortgage \$61.88 and McAmmond & Martin \$48.00. There are one or two others I am getting in—viz. O'Reilly and the Capital Real Estate Co. The latter will be due next month, O'Reillys \$35.00 is due 20
this month.

The Coal Stock when sold produced \$2000. Of this I sent you \$200. The balance \$1800 was lent on a mortgage to the Capital Real Estate Co. which is as good as gold.

I have in my safe 16 shares of Dominion Coal Co. Stock—that stock has not yet commenced or at least resumed the payment of dividends and the price of the stock is yet below what you paid for it. Perhaps you would rather have these shares in Toronto. If so, I will send them to you and if the stock goes up then you could have it sold on the Toronto Exchange without the trouble and annoyance of getting Sir Wms. consent like we 30
had before.

We had Elsa McDougall with us for a visit. She went home on Saturday. Fred has been troubled with a pain in his ear, but is getting better again. Most extraordinary weather here. Raining to-day. Charlie is looking well. Agnes has been very well this winter so far. Hope this mild winter is not prejudicial to your health and that you are well. Love to Bessie.

Yours affectionately,
WILL.

35(1).—Letter, W. D. Hogg to Lady Howland.

April 21 9

MY DEAR BESSIE :

I am enclosing three Express orders for \$45, \$45 and \$38.80. These are the interest of the Cap. Real Estate Co. \$46.75 & \$49.50 and Betts interest—These or some of them have been a little slow this time due almost entirely to parties being ill and it is not likely to happen again.

Winter has left us some time ago, but the Spring is cold up until this time—I was in Toronto on Sunday the 19th I had not time to go to Cora's
10 being there only for the day and being fully occupied.

Agnes has suffered a good deal this Spring. I wanted her to go to St. Catharines or some other resort, but she seemed to shrink from going and so suffered from severe pains in the neck and head purely neuralgic, but distressing—She is now somewhat better but weak and enemic—The Doctor is trying to build her up and I hope to take her to Caledana Springs for a little change soon—Fred and the wife are getting on well and have a very comfortable home—Charlie is looking well—with much love—

Yours affectionately

"WILL."

Exhibits.

—
35(1).Letter,
W. D. Hogg
to Lady
Howland,
21st April
1909.

20

35(2).—Letter, W. D. Hogg to Lady Howland.

July 8th 9

MY DEAR BESSIE :

I am enclosing you \$97.50 made up as follows—McAmmond \$33.00 Martin \$15.00 Cap. Real Estate \$49.50. The O'Reilly Interest is due tomorrow and I have written for it—I hope to have it tomorrow and if I get it I will at once forward it to you—

I had a good deal of trouble this Spring with a bookkeeper who had been in the employ of our office for 14 years—He turned out bad and his accounts showed that he had robbed us of about \$1000—That was not the
30 worst feature—His Cash book has been found in a bad muddle and I have had an accountant going through the books for some time—Many things which I thought were settled I found he had simply pocketed the money—some we have had to make good—one or two small amounts of yours are mixed up—I will get things straightened soon and will be able to put matters in proper shape.

Annie McDougall came up from Montreal last evening to spend a few days with Agnes—She is looking well—Agnes herself is feeling much better now—She is going next week to spend a week or two with Miss Blacklock; after that we may go some place together—but everything is so lovely
40 here now that it looks like a shame to leave it—our place is green and shaded and cool—I am coming to that time of life when my own comfortable house

35(2).

Letter,
W. D. Hogg
to Lady
Howland,
8th July
1909.

Exhibits.
 35(2).
 Letter,
 W. D. Hogg
 to Lady
 Howland,
 8th July
 1909—con-
 tinued.

and bed seem much better than the precarious comforts of a summer hotel—
 Charlie was in to dinner with us last evening—He is well—Fred and wife
 seem to be living in their own Summer and are getting along nicely—

I hope you are feeling the good effects of your winter Campaign in the
 South and that the cool breezes of the north will keep up the good so secured.

Yours affectionately
 "WILL."

28.
 Letter,
 W. D. Hogg
 to Lady
 Howland,
 12th March
 1910.

28.—Letter, W. D. Hogg to Lady Howland.

March 12, 1910.

MY DEAR BESSIE :

I am enclosing two express orders for \$50.00 and \$40.00 being
 Higman's interest. There is no other interest due at present. The Capital
 Real Estate Co. mtge. you mention was paid off sometime ago and the
 amount of it \$1700 and \$390.00 more which you sent me were invested in
 two new mortgages to Mrs. Becharman and S. J. Kelly—the first \$1200
 and the last \$900.

I am having a good many small loans applied for these days. I have
 one for a thousand now and they are coming in all the time. You mention
 that you had about \$2000. I think you had better just send me a cheque
 for this amount or what you can spare and I will have it invested. The
 parties as a rule want the money at once and it would take too long to write
 you each time, as I can get the money from parties here at once.

Mr. McGee left me on the 1st of this month and Ted takes a new
 position which will be better for him.

Agnes and Miss Blacklock are going to St. Catharines in about 10 days.
 Agnes has been feeling better this week. She was miserable for about
 2 weeks. I think the change will do her good. This is a remarkable winter,
 for nearly a month it has been like late spring—warm and pleasant. Today
 is about 48 and very nice. Charlie was in last night. He is feeling better.
 With love

Yours affectionately,
 WILL.

35(3).
 Letter,
 W. D. Hogg
 to Lady
 Howland,
 5th April
 1910.

35(3).—Letter, W. D. Hogg to Lady Howland.

April 5th, 0.

MY DEAR BESSIE :

I received your letter of the 29th March, enclosing cheque for \$1900.00.
 This with the \$1100 of the Betts Mortgage makes \$3000. The Betts
 Mortgage was paid yesterday. The interest due amounted to \$38.35 and
 I am enclosing an express order for that amount.

I have a very good application for \$2500 and another one for \$2800 at 6%. I will take one of these for you and will let you know when I write next which amount has been loaned.

Agnes is still in St. Catharines as also Miss Blacklock. I hope the Baths there will do her good as she had not a very comfortable winter with her neuralgia and pains.

Elizabeth is going home to New York for a couple of weeks, so Ted and I will be both grass widowers for a while.

The weather here is excessively hot—to-day is more like July than 10 early April. It is not pleasant dropping out of winter into the middle of summer. The discharge you sent back was all right. I hope you are keeping well and strong. Charlie was in on Sunday night supper. He was he said feeling much better.

Yours affectionately,
WILL.

Exhibits.

35(3).

Letter,
W. D. Hogg
to Lady
Howland,
5th April
1910—con-
tinued.

35(4).—Letter, W. D. Hogg to Lady Howland.

May 18th, 0

MY DEAR BESSIE :

I am in default in not writing you sooner—I did get your letter ten 20 or twelve days ago, but it was laid aside and covered with other things always coming up and claiming immediate attention—I am at present a little more taken up with details than I was before when Magee was with me—He was a man of experience and while Ted is all right, he is not just yet experienced enough in all things to intrust him all together with matters which I would formerly have left to Magee—However he will get along—He is suffering from a sore toe today, and may require to have a small operation—ingrowing toenail—Agnes did not get much benefit from her St. Catharines visit this time and has been rather under the weather—I am enclosing Cheque for \$102.50—made up of Cap. Real Estate \$49.50 30 Martin \$20.00 McAmmond \$33.00 Some others I will get shortly and remit—Charlie was in last night—he is very well—

Yours affectionately
"WILL."

35(4).

Letter,
W. D. Hogg
to Lady
Howland,
18th May
1910.

35(5).—Letter, W. D. Hogg to Lady Howland.

Nov. 30th 1

MY DEAR BESSIE—

I am enclosing express orders for \$124.50—This covers interest on Kelly—Cap. Real Estate Co., McAmmond & Martin—These I think are all that are due at present—I have the \$3000 which I got from Fudge all 40 well invested again in two Mortgages, one for \$2000 to a man named Clairoux

35(5).

Letter,
W. D. Hogg
to Lady
Howland,
30th Nov-
ember 1911.

Exhibits. and one for \$1000—to a man named J. P. Band—I am going to make out a new list of the mortgages and send it to you—

35(5). Agnes is getting along somewhat better this Winter than last, although she is not by any means strong—This is St. Andrews day—We are having a box at the Russell Theatre tonight where the “Great” Concert will take place—We are having Charlie and some other friends to fill up the seat—I hope you are keeping well. I am in my usual good health—Fred was under the weather for a couple of days with sore throat but is now well.

Letter,
W. D. Hogg
to Lady
Howland,
30th Nov-
ember 1911
—continued.

Yours affectionately
“WILL.”

10

12.

12.—Letter, W. D. Hogg to Lady Howland.

Letter,
W. D. Hogg
to Lady
Howland,
14th March
1912.

March 14, 2.

MY DEAR BESSIE :

I am enclosing a Express order for \$44.50. This is the interest on one of the new mortgages for a broken period. He did not get all the money at one time on his mortgage and pays interest for the time he has had the money. His next instalment will be \$60.00 and the same each half year.

I am enclosing a statement of the mortgages. I have not put in Martin & McAmmond as they are standbys. I have invested \$1800.00 of the Higman money with an excellent man. The other \$1200 of that mortgage I will let out in a few days. There was a small amount of interest on the Higman mortgage \$8.00 and I charged a bonus of \$15.00 for discharge his mtge. before it was due. I am enclg. this \$23.00 also. This is all the interest I have on hand at present. 20

Charlie has been under the weather. He was threatened with Neumonia. He has been at our house for a week and is getting around all right now. Agnes is fairly well. The long winter is rather telling and I think I shall take her away soon for a little holiday. I am sorry you are not feeling so well and I hope your trip south will make you all right.

Yours affectionately,
WILL.

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35(6).

35(6).—Letter, W. D. Hogg to Lady Howland.

Letter,
W. D. Hogg
to Lady
Howland,
13th June
1912.

June 13th 2.

MY DEAR BESSIE—

I am enclosing Express orders for \$133.50 less the Commission—These cover the interest on the Capital Real Estate Co., \$49.50, Mrs. Becharman \$36.00 McAmmond & Martin \$48.00.

I will get the interest on the Shenkman Mortgage in a few days—The property in that case was transferred and we are writing to the present owner to pay up the interest. 40

I am glad to hear that Bessie is recovering as well—Agnes has been in pretty good health for some time back—The baby is getting to be a cute little Coon and gurgles away with her fist in mouth—Charlie has got back much improved—I hope he will remain improved—although he does not give himself the chance he should. I am convinced that his only sure plan is to drop alcohol in all its forms—This he does not seem ready to do and so it is hard to say just what may be the result and I am worried about him although I have not discussed the situation with him directly, although I have given him strong hints on the subject.

Exhibits.
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35(6).
Letter,
W. D. Hogg
to Lady
Howland,
13th June
1912—con-
tinued.

10

Love to Bessie and the baby,

Yours affectionately,

“WILL.”

35(7).—Letter, W. D. Hogg to Lady Howland.

January 17th

3

DEAR BESSIE:

I am enclosing express orders for \$85.50 being the interest on Cap. Real Estate Co., and Mrs. Becharman—There are a number of amounts coming due next month—There is one small Mortgage from a man named Vaillancourt for \$450.00. This man seems to have left Ottawa as I have not heard
20 of him for nearly a year—I will I think have to sell out the pro., and get the money back.

35(7).
Letter,
W. D. Hogg
to Lady
Howland,
17th Janu-
ary 1913.

Charlie is just about the same as he was all through the fall—He does not come to us now nearly so often—He knows we entirely disapprove of his conduct—He was in last Sunday evening to supper fairly straight and dressed up neatly—I have not seen him since—I understand however his keeping it up all the time—I am very much afraid Chrysler will not stand it long—People are beginning generally to know that he is a drinker.

He does not like anybody to question the propriety of his habits. When they do he keeps away from them—Some day when we get him very
30 bad we will land him in an institution—He knows now that this is in store for him—Will is home looking well—Agnes is arranging to give a luncheon to-morrow—She and I were actually at a Ball at the Chateau Laurier this week—Elizabeth and the baby came home from N. Y. on Monday—I must thank you for the beautiful pictures. We have them hung in good

(Signature obliterated).

Exhibits.

35(8).—Letter, W. D. Hogg to Lady Howland.

June 11 3.

35(8).
Letter,
W. D. Hogg
to Lady
Howland,
11th June
1913

DEAR BESSIE,

I am enclosing \$126.50. This is the interest on Martin & McAmmond, Capital Real Estate Co. \$49.50 and \$29.00 interest on a little mortgage for \$200 of one Laroque—He was behind in his interest for a long time, about 2 years making \$28.00 and I added \$1.00 for the delay—The interest on all the mortgages is now paid up with the exception of one D. L. Campbell which was only due on the 7th inst—I will get this \$24.00 in a day or two and remit it—

Charlie is away again on a fishing expedition with W. Mountain— He is expected back to-day—He will be all right with Mountain who knows all about him—

Agnes is well and Fred & Elizabeth and the baby are all fine— Elizabeth with the baby & nurse are going to Murray Bay in a short time for the rest of the Summer.

I hope you are keeping well, although it must be unpleasant in the cold weather of late—

Yours affectionately,
"WILL."

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20

26 and
35(9).

26 and 35(9).—Letter, W. D. Hogg to Lady Howland.

December 17, 1913.

Letter,
W. D. Hogg
to Lady
Howland,
17th Dec-
ember 1913.

MY DEAR BESSIE,

I am enclosing \$163.00 interest Vaillancourt \$27.00 Dumais \$36.00 Cap. Real Estate Co. \$52.00 Martin \$15.00 McAmmond \$33.00.

I have arranged to get the \$1600.00 you require for the Chester Mortgage. I have drawn up an assignment of the Coats Mortgage for \$1800. to the Toronto General Trusts Corporation. This mortgage was nearest the amount you wanted. I am enclosing the assignment which you will require to sign before a witness and return to me. The witness will require to make the affidavit.

This is a hard time to get money. I had to give a small discount to get this through. As soon as I get the Assignment back I will get the money and send it to you.

Charlie has been good or fairly good. He had a little break once or twice, but not bad. He is having a pretty hard time to hold in. He apparently cannot go amongst company that is a lot of his companions without getting off. He is therefore better at home and he knows it. There was some talk of his going to Toronto for Christmas. That would I think be a mistake and Charlie thinks so too. Agnes got through her teas very well. The baby is well and growing big. Ted thinks there never was such a baby. I hope you are keeping well.

Yours affectionately,
WILL,

30

40

35(10).—Letter, W. D. Hogg to Lady Howland.

June 8th 4.

Exhibits.

35(10).

DEAR BESSIE—

I should have written you long ago—I have been pretty well taken up in Court and out of Town and the days slipped by and I always had it in my mind that I was neglecting you.

I am now enclosing you \$127.00— This is made up of \$15.00 Martin; \$33.00 McAmmond; \$52.00 Capital Real Estate Co and \$27.00 S. J. Kelly. I must try and be more punctual— I notice that the last letter I wrote you was on the 24th February when I enclosed Clairoux & Shenkman's Interest.

(Followed by personal matter.)

Yours affectionately,
WILL.

Letter,
W. D. Hogg
to Lady
Howland,
8th June
1914.

27.—Letter, W. D. Hogg to Lady Howland.

December 17th, 1914.

27.

DEAR BESSIE,

I am afraid I have been guilty of neglect in connection with your interest. This has been due to some extent to my being taken up with a good deal of Court business, and also by reason of the slowness of some of the Mortgages. I have had to accept their payments in instalments in some cases. I have gathered up the following amounts.

Dumas, \$36.00. Clairoux, \$20.00. Capital Real Estate Co., \$52.00. This makes \$108.00, and I am enclosing express orders for the amount. I will have a further amount to send you before the month is up.

Charlie has been here for a few days. He is all right. He is forming a new partnership which I think will be a good move. He is taking Larmaith in with him. If Charlie keeps all right he will work up a fine business very quickly as he is well liked and favourably considered as a lawyer.

Agnes is well and busy with the different Charitable associations. I hope you are keeping well.

Yours affectionately,
WILL.

Letter,
W. D. Hogg
to Lady
Howland,
17th Dec-
ember 1914.

35(11).—Letter, W. D. Hogg to Lady Howland.

June 13th 6.

35(11).

DEAR BESSIE,

I have delayed answering your letter of the 31st May as I have been waiting to get payment of interest from one of the Mortgages who is considerably behind— I have therefore concluded to forward what I have in hand, \$122.00, less the Commission on the Express orders— This amount

Letter,
W. D. Hogg
to Lady
Howland,
13th June
1916.

Exhibits. is composed of Capital Real Estate Co. \$54.00, Dumas, \$36.00, balance
 — of Clairoux, \$32.00— I will have about \$100 more for you before the end
 35(11). of the month— This is a bad time to try and dispose of Mortgages— I will
 Letter, however see if I cannot get in one of the smaller ones.
 W. D. Hogg
 to Lady
 Howland,
 13th June
 1916—*con-*
tinued.

I quite appreciate your position and I can see that a companion would
 not only be pleasant but necessary— What an awful nuisance it is to be
 getting along in years— I do not myself feel it very much, yet, but I know
 it is coming and not very far away— I have got over all my Winter troubles
 of teeth and boils and am feeling first rate— Charlie is variable in his
 conduct, perhaps on the whole better than last year— Fred & family are 10
 well— Agnes has been suffering a good deal from Neuritis— With love

Yours affectionately,

(Signature obliterated.)

35(12).
 Letter,
 W. D. Hogg
 to Lady
 Howland,
 4th July
 1917.

35(12).—Letter, W. D. Hogg to Lady Howland.

July 4th 7

DEAR BESSIE,

I am enclosing Cheque for \$165.50. This amount is made up of the
 following: Dumas, \$36.00, Clairoux, \$20.00, Becharman, \$42.00, Cap.
 Real Estate Co., \$54.00 and Vaillancourt, \$13.50. There are one or two
 Mortgages I am having some trouble with, and in the meantime am not 20
 getting the interest— However, I expect to get them in shape.

Fred & Elizabeth with their small family are at Murray Bay having
 gone there on the 29th June— Agnes & I have not made up any special
 plans for a holiday so far— We may take a trip down the St. Lawrence
 and afterwards go to the Adirondacks for a few weeks. I am, of course,
 kept here at present during Fred's absence— Charlie is looking well—
 I hope you are keeping up your strength.

Yours affectionately
 "WILL."

35(13).
 Letter,
 W. D. Hogg
 to Lady
 Howland,
 29th Janu-
 ary 1918.

35(13).—Letter, W. D. Hogg to Lady Howland.

January 29th 8.

DEAR BESSIE—

I am enclosing Express Orders for \$185.14— This covers interest
 on Mortgages of Mrs. Becharman, Wolf Shenkman, and on account of
 Capital Real Estate— There are one or two others which will be coming
 in in a few days— When I wrote you last I was under the impression that
 one of the properties in the Mortgage of a Mortgagor would be sold in such a
 way as to place me in possession of a considerable amount of principal
 but when the sale came on the parties I had relied on to purchase did not

turn up and the property was sold to Shenkman who paid up all arrears of interest & taxes— The amount of \$185.14 is made up, Shenkman \$123.14, Becharman \$42.00 and Cap Real Estate Co \$20.00. We are all very well— Charlie was in on Sunday Evening to supper— He has had rather a bad cold— We have all been suffering from too much cold weather— With much love—

Yours affectionately
"WILL."

Exhibits.
35(13).
Letter,
W. D. Hogg
to Lady
Howland,
29th Janu-
ary 1918—
continued.

35(14).—Letter, W. D. Hogg to Lady Howland.

10

July 6th, 21.

DEAR BESSIE :

I have not written you for some time. It was poor Charlie's suggestion that I should send the remittances for interest on Mortgages direct to your Bank on St. Catherines and this I have been doing since the first of the year.

Agnes and I miss Charlie very much. He was so frequently at our house and spent so many evenings with us, that we can hardly yet realize that he will never drop in to see us again.

20 Agnes was laid up during the past two weeks with what the Doctors call a septic throat—a poisoned throat—evidently the result of some germ that got in. I am glad to say she is now on the mend. Fred was also laid up for a week with quincy. He and Betty the eldest little girl have gone to Murray Bay. Elizabeth and the youngest one will follow shortly. One of your mortgages is being paid,—that of Charles Dumais— I have sent the discharge to Mr. A. C. Kingstone and have asked him to call on you and have it signed. I have a good investment for the \$1200.00 ready so that no time will be lost in the way of interest.

The weather here is very hot. The nights are frightful. Do trust that it is not so hot with you. With love.

30

Yours very affectionately (?)
(Signature obliterated)

Lady Howland.

35(15).—Letter, W. D. Hogg to Lady Howland.

Sept. 2, 1921.

DEAR BESSIE :

40 I have sent to day a discharge of mortgage to Mr. Kingstone and have asked him to call on you and have it signed. This is a mortgage of D. L. Campbell which has been running for 15 years. Latterly Dan O'Connor purchased the property and paid the interest and he conveyed the property last year to his daughter Pauline.

35(15).
Letter,
W. D. Hogg
to Lady
Howland,
2nd Sept-
ember 1921.

Exhibits.
 ———
 35(15).
 Letter,
 W. D. Hogg
 to Lady
 Howland,
 2nd Sept-
 ember 1921
 —continued.

I will have a good investment for the amount. Fred sent a discharge to Mr. Kingstone to be signed by you—that was the Vaillancourt Mortgage. I am glad to get these small mortgages paid up. I will put the several sums together and get a larger mortgage.

Agnes and I were up at Algonquin Park for three weeks. The Doctor has recommended that place to Agnes who was slowly recovering from the effects of a septic throat, which pulled her down considerably. She found the place agree with her. We came home on Tuesday of this week and she is much improved—at present, we have no servant. I do not hear from ——— directly now—sometimes Cora lets us know how you are. 10
 I trust you are well. The heat of the summer is very trying. I am well.

Yours affectionately,
 WILL.

16.
 Letter,
 W. D. Hogg
 to Mrs.
 Campbell,
 7th July
 1922.

16.—Letter, W. D. Hogg to Mrs. Campbell.

July 7th, 1922.

DEAR BESSIE :

Mr. Malcolmson of the Welland Hotel, St. Catharines, wrote me a letter which I received on the 5th inst. and a copy of which I am enclosing to you. The letter you will observe has reference to the condition of your mother and Mr. Malcolmson's desire to be relieved from the responsibility 10
 of her care. He of course is under no obligation to do more than treat her as a guest of his hotel, but we all know that he has in addition to that acted as a friend.

Apparently your mother's condition has now become such that Mr. Malcolmson has grave apprehensions that in the near future it will be quite impossible for him to retain your mother as a guest at his hotel and the question which now arises is what is to be done.

Mr. Malcolmson apparently sent a copy of the letter which he wrote me, to Annie and Cora. It is quite likely that he would have also sent a copy of it to you but it is possible he did not know your address. 30

I have written to both Cora and Annie on the subject. I have said amongst other things that if your mother was an ordinary old lady with an amiable and tractable disposition your Aunt Agnes would be quite satisfied to have her come and stay with us but I am sure that in the present condition of your mother's health your Aunt's nerves would be broken within a very short time and of course it would therefore be impossible to take her to Ottawa. Your Aunt is not by any means strong and she is not as you are aware as young as she used to be.

The question then arises whether any of the three of her daughters would be prepared to take charge of her. Her means would be sufficient 40
 to pay a reasonable amount for assistance in her care. Should it be impossible for any of the daughters to take charge of your mother then the alternative would be to have her placed in some sanitarium institution where she would receive proper care and attention. There does not seem to be very many institutions of this kind in Canada. There is one at Guelph and

another at Preston Springs. Your brother Charlie spent some time at Preston and thought highly of it but it is entirely a private institution under no obligation to keep those who might give trouble. The Sanitarium at Guelph is under Government regulations but I do know that it is a very happy place for any person to go to. I mention the fact of the scarcity of such places in Canada while I believe there are many in the United States in which such cases as your mother is cared for.

I understand that to the ordinary individual who meets your mother in the hotel there is not much appearance of trouble but the difficulty so far as I know is that she becomes violent with those about her like Miss Hick and others attending upon her and Mr. Malcolmson finds it impossible to retain in his service people who will attend to your mother's wants.

Several persons we have met who have seen your mother recently say that she looks well and vigorous and apparently has her faculties fairly well under control when meeting strangers or friends who come to the hotel, but I feel that things must be getting bad when Mr. Malcolmson considers it necessary to write to me on the subject. What I apprehend is that unless some steps are taken to have your mother looked after apart from Mr. Malcolmson, he may be obliged to require her to leave the hotel altogether and just what would happen and become of her is the question which you and your sisters should consider.

I would be very glad if you would write me what you think should be done in connection with the matter.

Your affectionate Uncle,
WILL.

Mrs. T. C. CAMPBELL,
c/o. Rev. Thomas C. Campbell,
St. Johns Rectory,
Jamaica Plain,
Boston, Mass, U.S.A.

30

17.—Letter, Toronto General Trusts Corporation to W. D. Hogg.

October 10th, 1922.

DEAR SIR,

Re—Lady Howland Committeeship.

I am advised by Mr. A. C. Kingstone, of St. Catherines, of the fact that an Order has been taken out appointing the Toronto General Trusts Corporation Committee of the estate of Lady Howland. Mr. Kingstone also advises me that you are familiar with the assets comprising the assets of Lady Howland's estate and I should be obliged if you would let me have a detailed list of the investments and also advise me whether the mortgage papers and other documents are in your hands.

Yours truly,

General Manager.

Exhibits.

16.

Letter,
W. D. Hogg
to Mrs.
Campbell,
7th July
1922—con-
tinued.

17.

Letter,
Toronto
General
Trusts
Corporation
to W. D.
Hogg,
10th Octo-
ber 1922.

Exhibits. 18.—Letter, W. D. Hogg to Toronto General Trusts Corporation with 2 statements attached.

18.
Letter,
W. D. Hogg
to Toronto
General
Trusts
Corporation
with 2
statements
attached,
19th Octo-
ber 1922.

DEAR SIR :

Oct. 19, 1922.

Re—Lady E. M. Howland.

Referring to the letter of the General Manager of the 13th inst., in which he asked us to hand over any assets of Lady Howland in our hands we now beg to hand you the several mortgages of Lady Howland which have been in our possession as set out in the statement enclosed amounting in all to \$8,200.00.

We are also enclosing our cheque for \$215.00 covering the interest of Mrs. Becherman to 30th June \$42.00; Wolf Shenkman to 20th June \$75.00; Mrs. Loughran to 30th May \$70.00 and Mrs. J. F. Irvine to 28th January \$28.00.

There is an instalment of interest past due from Mrs. Irvine which should have been paid on the 28th July.

We will be glad to give you any explanations with reference to these Mortgages which you may desire.

Yours very truly,
HOGG & HOGG.
Per W.D.H.

James Davey, Esq.,
Manager,
Toronto General Trusts Corp.,
Ottawa, Ont.

LADY E. M. HOWLAND TRUST AGENCY REVENUE ACCOUNT.

Cheque from Hogg & Hogg to pay		
interest on the following mortgages :—		
Interest on Brocha Bercherman Mortgage		
\$1200, 6 months interest at 7 % per annum		
to June 30, 1922	42.00	30
Interest on Wolf Shenkman Mortgage \$2500.00		
6 months interest at 6 % per annum to		
June 20, 1922	75.00	
Interest on Caroline Elizabeth Loughran Mort-		
gage \$2000, 6 months interest at 7 % per		
annum to 30th May, 1922	70.00	
Interest on Margaret Irvine and Joseph Irvine		
Mortgage \$800, to 28th January, 1922, at		
7 % per annum	28.00	40
	<u>215.00</u>	

MORTGAGES IN MY HANDS, THE PROPERTY OF LADY ELIZABETH MARY HOWLAND. Exhibits.

	Brocha Becherman, dated 31st December, 1909, five years, at six per cent. increased to seven per cent. on part of Lot Number 4 on the North side of Ottawa Street, Ottawa, Insurance \$1000.00	\$1200.00
10	Samuel John Kelly, dated February 1910, five years at six per cent. on subplot Four in Block Thirteen on the South Side of Mackay Street, Ottawa, Insurance \$500.00	900.00
	Wolf Shenkman, dated 20th December, 1917, five years at six per cent. on part of Lot Number Thirteen on the North side of Clarence Street, Ottawa, Insurance \$1500	2500.00
	Caroline Elizabeth Loughran, dated 30th May, 1919, five years, at seven per cent. on Lot Sixteen on the South side of St. Patrick's Street, Ottawa, Insurance \$2500.00... ..	2000.00
20	Margaret Irvine and Joseph F. Irvine, dated 28th July, 1921, five years at seven per cent. on part of Lots Forty and Forty-one on the west side of Ivy Avenue, Ottawa, Insurance \$700.00... ..	800.00
	Alice Maude Brown and William E. Brown, dated 12th July, 1922, five years at seven per cent. on part of Lot Sixteen on the East side of Cole Avenue, Westboro, Insurance \$1000	800.00
30		<hr/> \$8200.00 <hr/>

18.
Letter,
W. D. Hogg
to Toronto
General
Trusts
Corporation
with 2
statements
attached.
19th Octo-
ber 1922—
continued.

19.—Letter, Toronto General Trusts Corporation to W. D. Hogg.

October 21, 1922.

DEAR SIRS,

Lady E. M. Howland, Committeeship.

Your letter of the 19th instant, enclosing the assets belonging to the above Committeeship, including cheque for \$215.00 for interest collected on investments, was duly received. We have had the mortgage investments entered in our books.

40 I understand that the Corporation has been appointed Committee of the Estate of Lady Howland under an Order of the Court. If you have this Order will you kindly forward it to us.

Yours truly,

Manager.

19.
Letter,
Toronto
General
Trusts
Corporation
to W. D.
Hogg,
21st Octo-
ber 1922.

Exhibits.

19A.—Letter, W. D. Hogg to Toronto General Trusts Corporation.

May 6th, 1926.

19A.
Letter,
W. D. Hogg
to Toronto
General
Trusts
Corporation,
6th May
1926.

DEAR SIR,

Re Lady Howland Estate.

Referring to the letter of Mr. J. W. Langmuir which you left with me this morning regarding the Mortgages of the late Lady Howland which had passed through my hands, I beg to say that from the year 1885 to 1922 I looked after her mortgage investments here and during that period a great many loans were made by me on Lady Howland's behalf and in that time many changes in the loans and names of the Mortgagors naturally took 10 place.

My relationship with Lady Howland being intimate, and of purely friendly character, I did not treat her as a client, and while a considerable amount of correspondence passed between us, a good many of the transactions such as receiving money from her to lend out, and payments made by me to her, were done at personal meetings with her either in Toronto, St. Catherines or Ottawa, so that my records are not as complete as if the business had been done for a regular client. A memo of all loans however was kept in a small book which I have.

The following is a short statement in regard to the Mortgages set out 20 in Mr. Langmuir's letter :—

1. McAmmond and Martin. These were two loans made about the year 1900. They continued up to the year 1917 when the amounts were paid off and paid over to Lady Howland.
2. Capital Real Estate Company Mortgage. I have no record of an \$1800.00 mortgage, but have one for \$800.00, which was paid off in 1922 and the amount invested upon the Mortgage of Alice and W. E. Brown of Westboro, which is now in the Corporation's possession.
3. Brocha Becherman Mortgage. This Mortgage is outstanding and 30 unpaid at present. I have written to Mrs. Becherman to pay the Mortgage and it is quite likely that she will raise the money from some other source and pay it off.
4. Samuel Kelly Mortgage. This was a poor loan. Kelly defaulted and became personally quite worthless. The property was eventually sold, the sale being made since the estate of Lady Howland came into the hands of the Corporation.
5. Wolfe Shenkman. This Mortgage is outstanding and according to its terms is past due unless the time has been extended by the Corporation since it came into their hands. 40
6. D. L. Campbell. This Mortgage was taken in 1910 and was continued up to 1920 when it was paid off and the money paid over to Lady Howland.
7. Phillip Vaillancourt. This Mortgage was also paid off and discharged by Lady Howland in 1921 and the money paid over.
8. Belzmer Larocque. This mortgage was paid off in 1913 and the amount paid over to Lady Howland at that time.

9. J. E. Clairoux. This mortgage for \$2000.00 was paid off by Clairoux and the mortgage discharged by Lady Howland in March, 1919, and the amount reinvested on a loan to the late Mrs. Loughran. The Loughran Mortgage was paid off by the heirs of Mrs. Loughran's estate in November 1925 and the amount of the mortgage received by the Corporation.
10. Charles Dumais Mortgage. This mortgage was paid off in 1921 and \$800.00 of the \$1200.00 was lent to Joseph and Margaret Irvine on the Mortgage on Ivy Avenue and the balance paid over to Lady Howland. This mortgage for \$800.00 is in the hands of the Corporation.

Exhibits.
—
19A.
Letter,
W. D. Hogg
to Toronto
General
Trusts
Corporation,
6th May
1926—*con-
tinued.*

I may say that for a good many years prior to Lady Howland's estate passing into the hands of the Corporation she was quite insistent upon my realizing the Mortgages and paying over the amounts to her and also in several cases where the Mortgages became due she did not wish to reinvest the amounts so that on several occasions where moneys were paid in to me I either handed the money to her or sent it to her by letter or by the hands of her son the late C. J. R. Bethune.

I suppose I could make a more complete and definite statement of the amounts received and paid over from the beginning of my connection with her estate, but as the business extended over thirty-seven years it would be a matter now of great difficulty to get at the numerous changes in the loans over so long a period. However, the above is the actual facts connected with the several Mortgages mentioned in Mr. Langmuir's letter and should be sufficient to satisfy the administrators of the estate and those who are participating in its distribution.

I am returning Mr. Langmuir's letter which you left with me.

Yours very truly,
W. D. HOGG.

30 J. Fred Davey, Esq.,
Manager, Toronto General Trusts Corp.,
Ottawa, Ont.

22.—Letter, W. D. Hogg to Toronto General Trusts Corporation.

June 14, 1926.

Re Lady Howland Estate.

DEAR SIR:

In answer to the letter of Mr. J. W. Langmuir of the 7th inst., which you handed to me regarding mortgages of Lady Howland and payments made thereon in 1921, I beg to say that in my letter to you of the 6th May last on the subject of these mortgages I gave you a brief statement of the several mortgages which had been in my hands and I have not much to add now.

In the first place, I may say that in dealing with Lady Howland's money, I was until his death, in constant communication with her son the late C. J. R. Bethune, and on several occasions when money was on hand

22.
Letter,
W. D. Hogg
to Toronto
General
Trusts
Corporation,
14th June
1926.

Exhibits. and he was going to see his mother at St. Catherines, I handed him cheques
 both for principal and interest to give to her.

22. There were only three amounts paid in during 1921.

Letter, W. D. Hogg
 to Toronto
 General
 Trusts
 Corporation,
 14th June
 1926—con-
 tinued.

1. The Phillip Vaillancourt Mortgage for \$450.00 was paid in February,
 1921, and the amount was handed to C. J. R. Bethune on his last visit to
 his mother.

2. The Charles Dumais Mortgage for \$1200.00 was paid off in April,
 1921, and \$800.00 of that amount was invested in a mortgage from Joseph
 and Margaret Irvine, which latter mortgage is now being collected and will
 be paid on its due date the 28th July, 1926. The balance of \$400.00 was
 sent to Lady Howland about the 10th April, 1921, according to the entry
 in a small ledger which I kept of Mortgages. 10

3. The Donald Campbell Mortgage for \$800.00 was paid in September
 1921 and \$824.00 was sent to Lady Howland by cheque on or about the
 10th September 1921.

As the business connected with these mortgages was purely personal
 between Lady Howland and myself, the transactions in almost all cases
 went through my personal account and as I have made it a practice for over
 fifty years I never keep old cheques or cheque books for more than two
 years, so that I have nothing in the shape of past cheques or stubs now,
 excepting for the years 1924 and 1925. All the earlier ones having been
 consigned to the waste paper basket and thence to the furnace or otherwise
 destroyed from time to time. 20

In the earlier days of my connection with Lady Howland's money
 she was most punctual in sending me receipts for payments both for principal
 and interest but in her latter years this was not done. I have a very large
 number of these old receipts which were put in an envelope but they of
 course relate to payments from the year 1886 to about 1916.

As I mentioned in my former letter of the 6th May, excepting a small
 Ledger in which I kept a memorandum of each mortgage and in which 30
 I entered them as they were first started and followed the history of each
 as they were paid off and re-invested or the amount paid over to Lady
 Howland, I have nothing relating to the mortgages.

I am sorry that I cannot give fuller particulars but it never occurred
 to me during my long, intimate, and friendly relations with Lady Howland
 that there would ever arise any question as to my disposition of her money.
 One never seems to grow too old to receive added experience especially
 in dealing with ladies.

I trust that this will satisfy Mrs. Campbell in her inquiries regarding
 her mother's affairs. 40

Yours very truly,
 W. D. HOGG.

J. Fred Davey, Esq.,
 Manager,
 Toronto General Trusts Corp.,
 Ottawa, Ont.

23 and 32.—Letter, W. D. Hogg to Toronto General Trusts Corporation.

Oct. 26th, 1926.

Exhibits.

DEAR SIR,

Mrs. Campbell, of Boston, has asked me for some information regarding several mortgages and loans which were made by me for the late Lady Howland and the following statement is made regarding these loans.

1. In respect to the question No. 2 in her memorandum, the facts are as follows:—The Mortgage of the Capital Real Estate Company for \$1700.00 not \$1800.00 as mentioned in Mrs. Campbell's memo was dated 10 25th October 1905 and was paid off by W. J. Campbell who had purchased the property. The payment was made in 1909 and the mortgage was discharged and the discharge registered on the 26th April 1909. The amount of this mortgage together with \$390.00 which Lady Howland furnished me was invested in the loans to Mrs. Brocha Becherman \$1200.00 and Samuel Kelly \$900.00. The Becherman loan was paid off a short time ago and the full amount of the principal and interest paid over to The Toronto General Trusts Corporation. The Kelly loan turned out bad being the only loan of Lady Howland in forty years in which a loss was made. The loan was made on one of a row of houses which was ample security 20 for the loan. There were mortgages from the owners of other houses in the row, one held for an estate by the Toronto General Trusts Corporation. The interest on the Kelly mortgage was paid for a long time by him but later on he failed to pay. Mr. James Davey the late Manager of the Toronto General Trusts Corporation here was in the same situation with regard to the mortgage held by the Corporation. Efforts were made to sell both the properties and they were ultimately sold to a Mr. Pritchard upon an Agreement of Sale, under which he was to pay the full amount of the mortgages, being given six months to do so. He took possession of both the properties and set to work to convert the row into an Apartment house 30 and after proceeding to tear out the inside of the houses and making some advance in the construction of the Apartments and spending a considerable sum on the work he failed in his undertaking from lack of funds and gave up the task. He left Ottawa and the houses in a broken up condition with no one available to finish the job. Kelly became worthless and afterwards died. Mr. James Davey, the Manager of the Trusts Corporation here then took up the matter and subsequently the properties were sold for a comparatively small sum, the portion relating to the Kelly mortgage being paid into the Corporation.

2. The Capital Real Estate loan of \$800.00 mentioned in Mrs. 40 Campbell's memo was paid in July 1922 and the mortgage discharged. The amount was lent on a mortgage to Mrs. Alice M. Brown and her husband, W. E. Brown of Westboro. Mr. Brown sold the property to George Glastonbury who covenanted to pay the mortgage. The full amount and interest was paid by him and has been paid over to the Trusts Corporation.

3. The Charles Dumais Mortgage of \$1200.00 was paid off and discharged by a Mr. O'Neil who became the purchaser of the property.

23 and 32.
Letter,
W. D. Hogg
to Toronto
General
Trusts
Corporation,
26th Octo-
ber 1926.

Exhibits.
 23 and 32.
 Letter,
 W. D. Hogg
 to Toronto
 General
 Trusts
 Corporation,
 26th Octo-
 ber 1926
 —continued.

\$800.00 a part of the proceeds of this mortgage was lent on a mortgage to the late Margaret Irvine. The amount of the Irvine mortgage and interest \$828.00 was collected and paid in to the Trusts Corporation on the 17th July 1926. The balance of the Dumais mortgage is included in the statement enclosed.

4. The McAmond & Martin loans were made in the year 1895. These men got respectively \$1100.00 and \$600.00. The loans were made not on mortgages, but upon the security of bonds. The loans ran along until the spring of 1917. The last payment of interest being made in February 1917 when the loans were paid and the securities given up. The amount of \$1700.00 was handed by me to Lady Howland at St. Catherines in March 1917 in the shape of Bank drafts which the borrowers handed me. I understand these men sold out their belongings and went to the United States. 10

5. In regard to the Vaillancourt loan, I find I was in error in a letter which I wrote some time ago saying that the amount was paid through the late C. J. R. Bethune. On many occasions when Mr. Bethune was going to visit his mother, the late Lady Howland, I handed him Express Orders and Drafts payable to his mother to deliver to her which he did.

The statement from December 1918 to October 1922 is taken from my book in which I kept a record of moneys received and paid out. An account was made up to December 1918 showing a balance of \$80.20 to Lady Howland. The book containing the statement showing that balance runs from 1913 to 1918. I have no book earlier than 1913 with any record of these transactions. I find that when we moved our office in 1911 some of the old books which had accumulated were evidently lost or destroyed. It has not been my habit to keep old cheques and cheque books longer than a couple of years so that I have nothing of that kind except the last year or two. I have a large number of receipts sent me by Lady Howland in the early days when she was younger. They are mostly for payments of interest. For a number of the later years she did not send me receipts. 30

The above with the statement enclosed covers I think all that is required.

Yours very truly,
 W. D. HOGG.

J. Fred Davey, Esq.,
 Manager,
 Toronto General Trusts Corpn.,
 Ottawa, Ont.

29.—Letter, W. D. Hogg to Toronto General Trusts Corporation.

Exhibits.

Nov. 9, 1926.

29.

DEAR SIR :

Re—Lady Howland Estate.

Letter,
W. D. Hogg
to Toronto
General
Trusts
Corporation,
9th Nov-
ember 1926.

I had the great benefit of a visit of young Mr. Langmuir on Friday and Saturday last in going into the affairs of this estate and his assistance was a great help to me in working out the somewhat complicated position that has arisen in respect to one item of the estate.

The only point that I am troubled about is the payment of interest
10 for a number of years on \$1800.00. In 1905 I had \$1800.00 the balance arising upon the sale of some Coal Stock of Lady Howland's which I had sold for her, receiving therefor the sum of \$2000.00. Of this amount I paid over \$200.00 to her and the balance I then fully expected to place on a mortgage of the Capital Real Estate Company. Apparently a mortgage for that amount could not be procured at the time but one for the smaller sum of \$800.00 was obtained from that Company and the balance of \$1000.00 remained uninvested.

I have had the books of the Capital Real Estate Company carefully examined and there is no trace of an \$1800.00 mortgage in them. The
20 \$1700.00 mortgage and the \$800.00 mortgage appear in the books of the Company with the payment of interest made regularly on these mortgages but no payment of interest was ever made by the Company on an \$1800.00 mortgage, and there are no entries in their books of any such payments.

As I had only \$1000.00 left of the money arising from the sale of the Coal Stock I cannot understand how it came about that interest was paid on \$1800.00. I can only say that during the years this interest was being paid I was very much engaged in some large matters which took me away from my office a great deal. I had several changes of book-keepers who made out the cheques for me to sign and it is possible that
30 payment of interest on \$1800.00 was commenced and continued without my attention being called to the matter. It does look absurd but it is the fact that no \$1800.00 mortgage was ever in existence of the Capital Real Estate Company and I was for the first time confronted with the fact that an \$1800.00 mortgage might quite naturally be inferred from the fact of the continued payment of interest on that amount, when Mrs. Campbell called upon me some weeks ago and spoke of an \$1,800.00 mortgage. At that time I told her of the \$1700.00 and \$800.00 mortgages but knew nothing of an \$1800.00 mortgage which was the fact. The position of the matter therefore appears to be that I had in
40 1909 \$1000.00 of Lady Howland's money in hand which was not invested. I paid interest on \$1800.00 for about nine years, for the first four years, at the rate of five and one half per cent. and for the remainder of the period at the rate of six per cent. and as I had only \$1000.00 of her money I should be allowed a rebate of interest on \$800.00 which would amount to about \$435.00.

1905	By Cash	\$1000.00	Exhibits.
	Amount of advance as above and interest	900.00	24.
	Balance on hand	100.00	\$100.00
1926	Interest on this balance for 21 years at 5 per cent. ...	105.00	Letter, W. D. Hogg to Toronto General Trusts Corporation, 16th November 1926
	Omission to credit in statement the \$800.00 received from Capital Real Estate Co. Ltd., which was afterwards lent to Alice M. and W. E. Brown in July 1922 ...	800.00	—continued.
			1005.00
10	Interest on \$800.00 from 1922 to 1926 at 3 per cent. ...	96.00	
	Overpaid Lady Howland interest 1909 to 1917, inclusive—		1101.00
	4 years on \$1000.00 at 5½ per cent. ...	220.00	
	5 years on 1000.00 at 6 per cent. ...	300.00	520.00
	Balance due estate		\$581.00

As an account is sought in respect to the \$1800.00 I think that the above is a fair and reasonable way of treating the matter. I am fully convinced that the payment of interest on \$1800.00 from 1909 to 1917 was purely a mistake, brought about by the reasons I have mentioned
20 in a former letter.

In regard to that \$800.00 which was paid in by the Capital Real Estate Company, Mr. Lang mentions that interest should be allowed on the \$800.00 from 1917 to 1922 when it was paid off.

I do not think that that would be altogether fair to charge that interest because the money was simply lying in my hands waiting for an investment and as soon as an investment turned up I lent it out on the Brown Mortgage, but if it would lead to a settlement of the matter I would be content to allow interest at Bank Rate three per cent. upon that for the time it was in my hands. The result of this would be to
30 show that I am indebted to the estate in the sum of \$581.00.

Since 1922 the interest upon the Brown mortgage which was made up from the \$800.00 received from the Capital Real Estate Company as above mentioned, was paid in to the Toronto General Trusts Corporation direct.

I can only repeat that in the long course of forty years this \$1800.00 matter is the only instance where any difficulty has arisen during that long period, and I have already explained how that in all probability arose.

As the question raised in connection with the \$1800.00 matter is
40 one of accounting it is proper that the accounts should embrace both sides of the account as I have endeavoured to set out above. As to the

Exhibits. \$600.00 advanced to Lady Howland I am enclosing a copy of Lady
 ——— Howland's letter to me which was written in 1895 some short time before
 24. her marriage to Sir William.
 Letter, The statement in the preceding page may not be scientifically made
 W. D. Hogg up, but I think it is clear enough for our purpose.
 to Toronto
 General
 Trusts
 Corporation
 16th Nov-
 ember 1926
 —continued.

Yours very truly,
 W. D. HOGG.

J. Fred Davey, Esq.,
 Manager, Toronto General Trusts Corpn.,
 Ottawa, Ont.

10

8.
 Letter,
 Toronto
 General
 Trusts
 Corporation
 to W. D.
 Hogg,
 8th Janu-
 ary 1927.

8.—Letter, Toronto General Trusts Corporation to W. D. Hogg.

THE TORONTO GENERAL TRUSTS CORPORATION.

Toronto 2, January 8, 1927.

DEAR MR. HOGG

Re—Lady Howland Estate.

I acknowledge receipt of your letter of the 7th instant enclosing
 copies of the appointment to pass your accounts on the 27th instant and
 also a copy of the statement which you have filed. I will, as requested,
 send one of these copies to Mr. Elliott who is acting for Mrs. McDougall.

In hurriedly glancing over the statement there is one unfortunate
 omission, namely the amount of cash which originally came into your
 hands for investment. I note, however, from your letter that this amount
 cannot definitely be ascertained. You have, however, omitted to credit
 the full amount received from the sale of the Coal Company stock in
 May 1905 which your letter to Lady Howland states was \$2,000.00 of
 which amount \$200.00 in cash was forwarded to Lady Howland and
 shortly afterwards \$800.00 was invested in the mortgage to the Capital
 Real Estate Company, leaving the surplus of \$1,000.00 unaccounted for
 in your statement. I presume you can arrange to have the statement
 which you have filed altered to this extent.

Yours very truly,
 JAMES LANG,
 Estate Manager.

30

9.—Letter, Toronto General Trusts Corporation to W. D. Hogg.

Exhibits.

THE TORONTO GENERAL TRUSTS CORPORATION.

Toronto 2, January 12, 1927.

DEAR MR. HOGG

Re—Lady Howland Estate.

I have your letter of the 11th instant and note that you are making certain amendments to the statement of accounts which you forwarded to us.

10 There are three or four minor discrepancies which I discovered, but which no doubt you have also discovered since, and I have sent a list of these with a statement to Mr. Mulkins of our Ottawa Branch requesting that he call on you and explain same.

I note that you are preparing a copy of the accounts for Mrs. Campbell and as requested I am writing to her to-day advising that this statement will be forthcoming about the end of this week.

Yours very truly,
JAMES LANG,
 Estate Manager.

9.
 Letter,
 Toronto
 General
 Trusts
 Corporation
 to W. D.
 Hogg,
 12th Janu-
 ary 1927.

44A.—Lady Howland's Account Book and Memorandum regarding it.

44A.

20

(See separate volume.)

33.—Note Book kept by Lady Howland from 1st September 1909 to April 1915.

33.

(See separate volume.)

4.—Extract from W. D. Hogg's Cash Book.

(Page 28.)

Date.		Clients.	Trust.
Apl. 4, 1910	Betts Amt. Mtge-57	1138.50	1138.50

4.
 Extract
 from W. D.
 Hogg's
 Cash Book,
 4th April to
 4th May,
 1910.

Exhibits.

(Page 29.)

4.	Cheque.	Date.		Clients.	LABN
Extract from W. D. Hogg's Cash Book, 4th April to 4th May, 1910—continued.	12475	Apl. 4, 1910.	Lady Howland re Betts & Mcd.-57	1138.50	1138.50
	12477	Apl. 4, 1910.	Alex McDonald in full of Bal. -29	1635.15	1635.15

(Page 37.)

Date.		Firm.	Clients.	NCB.	LBN.	Trust.
May 4, 1910	Bank of B.N.A. on a/c of Lady Howland loan of \$500.	57	200.00			200.00
"	A. Laroche on a/c of Lady Howland loan of \$500.	57	150.00			150.00
6	Costs of Mtg Laroche to Lady Howland.	57	11.25			11.25
7	A. Larocque balance of oan.	57	138.25			138.25

5.—Extract from W. D. Hogg's Cash Book.

CASH BOOK FOR 1912-1913.

5.	Date.		Firm.	Clients.	NCB.	LBN.
Extract from W. D. Hogg's Cash Book, 20th September 1912 to 24th Dec., 1913.	Sept. 20	Cheque from Warne & Magee in full principal—int. & costs J. P. Band Lady Howland Mtge.	72	2.50	1042.50	1045.00
		* * * *				
	Dec. 7	Lady E. M. Howland Amt recd for J. P. Band Mtge.	72		1000.00	1000.00
		* * * *				
	1913.					
	Dec. 23	Cheque from Toronto Genl. Trusts amt. Coats Mtge. assignd. by Lady Howland.	346	12.64	1754.36	1767.00
	Dec. 24	Lady E. M. Howland in full proceeds Coats Mtg.			1754.36	1754.36

36.—Extract from W. D. Hogg's Cash Book.

(Page 109.)

36.	Date.		Clients.	NCB.
Extract from W. D. Hogg's Cash Book, 13th June 1916.	June 13th, 1916.	Lady Howland $\frac{1}{2}$ Clairoux \$30. Dumas \$36.00 Cap Real Estate \$26.	\$92.00	\$92.00

37.—Extract from W. D. Hogg's Cash Book.

(Page 12.)

March 1919.

		Firm.	Clients.	Imp.	L.B.W.	Exhibits.
114-4	Cash from E. Chase in full Int. Lady Howland Mtge.		20.00		20.00	37. Extract from W. D. Hogg's Cash Book, March 1919.
"	Cash from E. Chase for Discharge of Lady Howland Mtge. & disbts.	4.50			4.50	
10 114-5	Cash from R. G. Preston in full principal Lady Howland Mtge. (Chase).	27.00	1973.00		2000.00	
	* * * *					
114-11	Cash from R. G. Preston balance of Mtge. Lady Howland.		27.00		27.00	

2.—Extract from W. D. Hogg's Ledger.

LADY HOWLAND A/C.

(From old Ledger 322.)

at page 26.

					2. Extract from W. D. Hogg's Ledger, 1st January 1905 to 31st December 1906.
1905					
20 Jan. 1	To amt. on hand, Hyland Int.			7.00	
Mch. 1	To Int. from R. W. Betts, 6 mos. By deposit in Trust A/C			33.00	33.00
Apr. 5	To Int. from Wm. Hyland, due Apr. 1/05			7.00	
5	By deposit in Trust A/C				7.00
May 1	To cheque from Marshall & Fudge, Int. \$90.00, \$2.50 on next int.			92.50	
1	By paid Lady Howland by telegraph to Washington, D.C.				90.00
	By paid Expenses sending same and telegram to her				2.50
30 1	To cheque from R. C. Douglas, 6 mos. int. to date			35.00	
4	To cheque from Cap Real Est., 6 mos. int. to Apr. 21/05.			46.75	
	By Deposit in Trust A/C R. C. Douglas \$35.00, C. R. E. Co. 46.75.				81.75
June 22	To cheque from Jno. McDougald, Int. By deposit in Trust A/C re McDougald			61.87	61.87
July 21	To cheque from F. O'Reilly, 6 mos. Int. to July 8/05 By Deposit in Trust A/C re O'Reilly			35.00	35.00
Oct. 23	To cheque from Cap Real Est. Co. 6 mos. Int.			46.75	
40 24	By Deposit in Trust A/C				46.75
Nov. 4	To Cheque from R. C. Douglas. Int. 35.00, Cheque of W. D. Hogg 27.00.			62.00	
	By deposit in Trust A/C				62.00
8	To cash from Wm. Hyland, 6 mos. Int.			7.00	7.00
	By deposit in Trust A/C				
15	To cheque from Marshall & Fudge, Int. 6 months By deposit in Trust A/C			90.00	90.00
Dec. 6	To cheque from Cap Real Estate Co. By deposit to Trust A/C			22.00	22.00
50 22	To cheque from J. McDougald, Int. 6 mos. By deposit in Trust A/C			61.88	61.88
	Hyland Int. carried				7.00
				<u>607.75</u>	<u>607.75</u>

Exhibits.	1906			
—	Jan 12	To cheque from F. O'Reilly, 6 mos. int.	35.00	
2.		By deposit to Trust A/C		35.00
Extract	Mar 15	To cheque from A. Macdonald, Int.	33.00	
from W. D.		By deposit in Trust A/C		33.00
Hogg's	May 3	To cheque, R. C. Douglas	35.00	
Ledger, 1st	11	By Deposit, Trust A/C		35.00
January	22	To cheque Cap Real Est. Co. (Albert St. ppty.)	22.00	
1905 to 31st		To cheque Cap Real Est. Co. (Laurier Ave. W. ppty.)	46.75	
December		By deposit in Trust A/C		68.75 10
1906—con-	29	To cash from Wm. Hyland, 6 mos. int.	7.00	
tinued.	30	By deposit in Trust A/C		7.00
	June 12	To cheque from Marshall & Fudge, 6 mos. int.	90.90	
	13	By deposit in Trust A/C		90.90
	27	To cheque from J. McDougall	61.88	
		By deposit in Trust A/C re J. McDougall		61.88
	Aug 1	To cheque from F. O'Reilly, int.	35.00	
	Oct. 3	To cash, Wm. Hyland, int.	7.00	
	Nov 3	To cheque from R. C. Douglas, int.	35.00	
	14	By Deposit, Trust A/C		77.00 20
	21	To cheque, Cap R. Est. Co.	46.75	
		To cheque, do. (Keating Ppty.)	22.00	
	Dec 20	To cheque, J. McDougall, Int. 6 mos.	61.88	
	22	By cheque to Miss E. Howland (re A/c. Int.)		22.00
	31	By cash on hand		108.63
			<u>539.16</u>	<u>539.16</u>

3.—Extract from W. D. Hogg's Ledger.

Exhibits.

(Page 57.)

1910.

LADY E. M. HOWLAND.

3.
Extract
from W. D.
Hogg's
Ledger, 6th
January
1910 to 30th
December
1911.

Jan. 6	E. J. Daly, Becharman loan.	3	1883.90	Jan. 1	Brought Forward	207	2325.75
20	City Collector Tax, Becharman.	5	13.35	18	Helen O'Reilly Int. Folio 319 Becharman Loan.	6	42.00
20	O'Reilly Interest		42.00				1897.25
10	F/O 319 Becharman A/C.		1890.00				
	Balance in		435.75				
			<u>4265.00</u>				<u>4265.00</u>
Jan. 31	To S. J. Kelly loan	320	900.00	Jan. 24	Balance corrected		435.75
	To L. E. M. H. re Higman.	23	90.00	27	Cheque Lady Howland	8	390.00
Apr. 4	L. E. H. re Betts	29	1138.50	Feb. 16	Cheque O. Higman	16	90.00
Apr. 6	Beetts Mtg.		38.50	Mar. 31	Cheque Lady Howland		1898.10
20	27 Shenkman loan	33	2012.50	Apr. 28	Shenkman	34	474.84
May 6	To costs Larocque Mtg.	37	11.25	May 6	Costs re Larocque Mtg.	36	11.25
4	To A. Larocque	37	200.00	17	Ch. re Marshall & Fudge Int. on Mtg.	38	90.00
	To do.	37	150.00	Jun. 16	Ch. from J. L. Osborne re Laroche Int. L. Howland.	46	508.75
	To do.	37	138.75		Our costs on same		2.50
18	Cap R. Estate	224	49.50	29	Bechaman Int. on Loan.		36.00
	Martin	"	20.00	Jul. 21	Ch. fr. Federal Life Ins. Co. in full mtg. to Lady Howland (O'Reilly).	52	1465.50
	Almond	"	33.00	Aug. 15	Cheque, O. Highman	60	90.00
25	Int. Fudge	49	90.00	Sep. 9	Mtg. fr. A. Larocque	64	191.45
Aug. 13	To costs, O'Reilly dis.	61	2.50		Costs of Mortg.	64	8.55
Sep. 9	A. Laroche, full mtg.	65	191.45	17	S. J. Kelly Int.	64	27.00
30	9 To Costs H. & H. Laroche.	"	8.55	23	Cap Real Est. "	66	22.00
	19 To Lady Howland Int. on Higman & Kelly.		117.00	Nov. 29	Cap Real Est.	80	22.00
Nov. 4	To Int. fr. Shenkman.	77	75.00	Dec. 5	J. E. Fudge Int.	84	90.00
	28 To Int. fr. Fudge	81	90.00	29	Becharman	88	36.00
	To Int. fr. Cap R. Est.	"	49.50	Nov. 3	Shenkman	80	75.00
1911.				1911.			
40	Feb. 21 To Lady Howland Higman Martin Becharman.	101	174.00	Feb. 15	Higman Int.	98	90.00
	Becharman & O'Reilly	55	92.00				<u>7001.74</u>
	Lady Howland		919.89				
	Ch. to Lady Howland	117	448.35				
			<u>7001.74</u>				

A/c to Led. Fo. 72

Exhibits.

3.

Extract
from W. D.
Hogg's
Ledger, 6th
January
1910 to 30th
December
1911—con-
tinued.

LADY HOWLAND, MTGE.

(Page 207.)

Miss Helen O'Reilly.

Jan. 30	To Amt. forwarded	286	42.00	Jan. 18	By Helen O'Reilly	285	42.00
Apr. 23	To A. McDonald	33.00		Feb. 16	By O'Higman, $\frac{1}{2}$ yr. int.	291	90.00
	Cap Real Est.	46.75	310	79.75			
Feb.	To O'Higman Cheque	296	90.00	Apr. 17	By McDonald Int.	309	33.00
				21	By Cap Real Est. Int.	309	46.75
May 22	To our fees	321	1.00	May 22	By Marshall & Fudge Int.	321	91.00
25	To Cheque	320	90.00	Jun. 7	By Cap Real Est. Mtge.	329	22.00 10
Jul. 8	To Lady Howland	336	22.00	Aug.	By O'Higman $\frac{1}{2}$ yr. int.	345	90.00
Sep. 3	To Lady Howland	350	90.00	Oct. 29	By McDonald Int.	365	33.00
Nov. 3	To Lady Howland	370	33.00	Nov. 2	By W. J. Campbell Int.	369	46.75
3	do.	370	46.75	Nov. 3	By Fudge Int.	369	90.00
3	do. Fudge	370	90.00	Nov. 24	By Prin. & Int. from T. G. T. re Cap Real Est. re W. J. Campbell.	375	1710.25
Dec. 2	To L. Howland C.R.E.	380	49.50	Dec 2	By Cap. Real Est. Int.	379	22.00 20
14	do. on A/C	382	48.00	3	By Becharman Blice. of purchase St. Patrick St.		600.00
				30	By Becharman		90.00
	Balance		2325.75		To Led. Fo. 57		2795.00
			2795.00				

13.—Extract from W. D. Hogg's Ledger.

(Pages 4, 5, 6, 7.)

LADY E. M. HOWLAND (Interest A/C.)

1913.	[Page 4]			
May 26	Pd. Lady Howland Ints. from Coats & Dumas.	101	90.00	
Jun 3	H. & H. Appr'd Costs re Larocque.	102	35.75	
11	Pd. Lady Howland	103	22.00	
10 Jul 7	Pd. Lady Howland Int. Pd. Martin & McAmd Int.	103	104.50	
Sep. 25	Pd. Lady Howland Int. Trans. to T. Nolan, Brahinsky Led.	123	276.00	
		301	39.00	
Dec. 17	Pd. L. Howland Int. for Vaillancourt 27.00 Dumas 36.00 C.R. Est. 22.00	141	85.00	
1914.				
20 Feb. 11	Pd. Lady Howland Int. from Becharman & Campbell.	151	60.00	
	Pd. Martin & McAmd		48.00	
24	Pd. E.M.H., Chase Int.	153	60.00	
	" Shenkman Int.	153	75.00	
June 8	Pd. Lady H. Int. from Dumas 36.00 C.R.E. 22.00 Kelly 54.00	175	112.00	
30 Aug. 15	Pd. Lady Howland Brahinsky Int.	187	75.00	
	Pd. Lady Howland Becharman In.	187	36.00	
17	Pd. N. D. Porter, Brahinsky Ins.	189	35.00	
Oct. 21	Pd. Lady Howland Int. from Campbell 24.00 Clairoux 40.00 Vaillancourt 13.50	199	77.50	
40 Dec. 17	Pd. L. Howland Bal. of Clairoux 20.00 Int. and Cap. R. Est. 26.00 Int. Martin & McCarron Pd. L. Howland & Dumas Int. Rec. Nov. 9 and apptd. for costs.	9	46.00	
			48.00	
		9	36.00	

50

	[Page 4]			
Apr. 19	By Int. from Dumais	94	36.00	
May 14	" I. E. Miller re Coats Mtge.	98	54.00	
31	By Int. from N. D. Porter	100	22.00	
Jun. 3	Ch. from F. A. Laldle on a/c Larocque Mtge.	102	164.75	
11	Int. from Martin & McAmd.		48.00	
Jul. 2	Int. from Becharman	108	36.00	
Aug. 6	Int. from Shenkman	114	75.00	
23	Int. from E. Chase	116	60.00	
Sep. 23	Cheque from I. C. Grant re St. Kelly Mtge. Int.	122	27.00	
24	Int. from I. E. Millar re Coats Mtg.	122	54.00	
25	Int. from D. O'Connor re D. L. Campbell Mtge.	122	24.00	
Oct. 4	Int. from P. Vaillancourt in full Int. to Feb. 11/14.	126	27.00	
11	Int. from C. Dumais	126	36.00	
13	Int. from A. Brahinsky	126	39.00	
Nov. 22	Int. from C. Real Est.	134	22.00	
Dec. 17	Int. from Martin & McCamant.		48.00	
1914.				
Jan. 1	Int. fr. Becharman	144	36.00	
Feb. 10	Int. from D. O'Connor re D. L. Campbell Mtge.	150	24.00	
23	Int. fr. Ed. Chase to 28 ins.	152	60.00	
24	Int. fr. Shenkman	152	75.00	
Apr. 6	Int. from C. Dumas	160	36.00	
25	Int. from N. D. Porter	162	22.00	
May 22	Int. from C. R. Est.	170	22.00	
Jun. 8	Int. from I. C. Grant to Aug. 1.	174	54.00	
Jul. 2	Int. from Becharman	180	36.00	
Aug. 14	Int. from Brahinsky	186	75.00	
14	Ins. " "		35.00	
24	Int. on a/c from Ed. Chase	188	20.00	
Sep. 18	Int. from P. Vaillancourt	192	13.50	
23	Int. on a/c from Ed. Chase.	192	20.00	
Oct. 5	Int. from D. O'Connor	196	24.00	
23	Int. from E. Chase in full of int.	198	20.00	
Nov. 22	Int. from N. D. Porter	2	26.00	

Exhibits.
13.
Extract from W. D. Hogg's Ledger, 26th May 1913 to 2nd January 1919.

1916.		[Page 6]	
Jun. 13	Pd. L. Howland,		
	$\frac{1}{2}$ Clairoux	30.00	30.00
	Dumas	36.00	
	Cap Real Est.	26.00	62.00
Jul. 4	Pd. L. Howland,		
	D. O'Connor	48.00	48.00
	P. Vaillancourt	13.50	13.50
	Becharman	42.00	42.00
10 Aug. 24	Pd. A. Brahensky. Amt.		
	rec. from Ont. Fire		
	Ins. Co., less costs	20.00	20.00
	Hogg & Hogg costs	5.00	5.00
Sep. 21	Lady E. M. Howland		
	Int. Shenkman	75.00	75.00
	Clairoux	60.00	60.00
	Vaillancourt	13.50	13.50
Dec. 23	Dumas	36.00	36.00
	Cap Real Est.	26.00	62.00
20			
	1917.		
Feb. 23	Pd. Lady Howland Int.		
	Shenkman	165	75.00
	Martin & McCannard		48.00
Mar. 19	Pd. Lady Howland,	173	
	Becharman	42.00	42.00
	Clairoux	20.00	62.00
	Pd. Martin & McA		1600.00
Apr. 6	Pd. Lady Howland		
	Clairoux	20.00	20.00
30	O'Connor	15.00	177
Jul. 4	Lady Howland		
	Dumas	36.00	36.00
	Clairoux	20.00	20.00
	Becharman	42.00	42.00
	Cap Real Est.	54.00	54.00
	Vaillancourt	13.50	165.50
Dec. 1	Lady Howland Int.	223	
	Chase	60.00	60.00
40	O'Neil	36.00	36.00
	O'Connor	33.00	33.00
	Vaillancourt	13.50	142.50

[Page 6]		Exhibits.	
	By balance	110.45	—
Jun. 17	Int. from D. O'Connor	48.00	13.
22	Int. from P. Vaillancourt	13.50	Extract
30	Int. from Becharman to date.	42.00	from W. D.
	Int. from A. Rosenfeld	75.00	Hogg's
	Mtge. of A. Brahinsky.		Ledger, 26th
Aug. 16	Int. from Ed. Chase	120	May 1913
24	Cheque from Trust & G. Co. Dividend re Brahinsky claim Ont. Fire Ins. Co.	30.00	to 2nd
		25.00	January
Sep. 12	Int. from P. Vaillancourt to 11th August.	124	1919—con-
18	Int. from Ed. Chase	124	tinued.
Oct. 17	Int. from O'Neil	134	
Nov. 21	Int. from Cap Real Est.	142	
	1917.		
Jan. 2	Int. from Becharman to 30th Dec.		42.00
Feb. 21	Int. from A. Rosenfeld on Shenkman Mtge.		75.00
	Int. Martin & McA.		48.00
26	Int. on a/c from Ed. Chase		20.00
Mar. 7	Int. from D. O'Connor on a/c.	168	15.00
	Martin & McCannard		1600.00
19	Int. from Ed. Chase	170	20.00
Apr. 17	Int. on a/c fr. Ed. Chase	178	10.00
	Int. in full Bal. fr. Ed. Chase	184	10.00
May 23	Int. from Cap Real Est.		26.00
25	Int. from R. O'Neil		36.00
	Int. from P. Vaillancourt		13.50
Jul. 3	Int. Becharman		42.00
Aug. 16	Int. from Ed. Chase		30.00
Sep. 26	Int. from D. O'Connor to June 7.	208	33.00
Oct. 22	Int. from R. O'Neil	212	36.00
	Int. from P. Vaillancourt to 11 Aug./17.	212	13.50
23	Int. from Ed. Chase	212	15.00
Nov. 17	Int. from E. Chase, balance in full.	218	15.00
	[Page 7]		
Nov. 20	Int. from Cap. Sharp		45.00
22	Int. from Cap Real Est.	218	26.00
	" " Becharman		42.00
Dec. 12	Ch. fr. Shenkman on a/c purchase money lot 13. Nelson.		123.82
	1918.		
Feb. 25	Int. from D. O'Connor to 7 Dec./17.		25.00
Mar. 1	Int. from Ed. Chase		20.00

50

Exhibits. 13. Extract from W. D. Hogg's Ledger, 26th May 1913 to 2nd January, 1919—con- tinued.	1918. Jan. 29 Lady Howland Int. Shenkman 123.82 Becharman 42.00 Pd. part of Int. Cap R. Est. 20.00 Apr. 30 Lady Howland Clairoux (Chase) 40.00 D. O'Connor 24.00 Dumas 36.00 Jul. 13 Lady E. M. Howland, Int. Shenkman 75.00 Becherman Bal. 42.00 Clairoux 20.00 Aug. 2 R. Stewart & Sons Ins. on house 163 MacKay St. [Page 7] Nov. 13 Lady Howland Vaillancourt 27.00 Clairoux (Chase) 60.00 O'Neill 36.00 To Balance Lady Howland Int. Shenkman 75.00 O'Connor 48.00	1918. Apr. 1 Int. from Ed. Chase 20.00 23 Int. from R. O'Neill 36.00 May 1 Int. from Ed. Chase 20.00 27 Int. from Cap. R. Est. 256 26.00 Int. from Becharman to 264 42.00 30 June. Jul. 11 Int. from W. Shenkman 266 75.00 to June 20. Aug. 9 Int. from P. Vaillancourt 270 27.00 10 28 Int. from Ed. Chase on 272 30.00 a/c. Oct. 3 Int. from Ed. Chase 278 20.00 28 Int. from R. O'Neil 280 36.00 Nov. 1 Int. from Ed. Chase to 286 10.00 Aug. 28th. 1480.27 Nov. 13 By Balance in hand 80.20 20 20 Int. from Cap. R. Est. 288 26.00 Dec. 20 Int. from D. O'Connor 48.00 26 Int. from W. Shenkman 292 75.00 1919. Jan. 2 Int. from Mrs. Becharman 226 42.00
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14.
 Extract
 from W. D.
 Hogg's
 Ledger,
 31st Decem-
 ber 1918 to
 19th Octo-
 ber 1922.

14.—Extract from W. D. Hogg's Ledger.
 Exhibit 14 Ledger with E. M. Howland Account Pages 114, 115,
 116, 117 and 156.

30

LADY HOWLAND.

From Old Ledger, folio 7.
 Old Led. Fo.

114 1918. Dec. 31 Lady Howland Int. Shenkman 75.00 O'Connor 48.00 1919. Mar. 5 H. & H. Costs re Preston Prin. 12 27.00 Lady Howland Int. Chase 60.00 D. O'Connor 48.00 13 108.00 10 H. & H. Comm. re O'Neill Int. 12 6.00 H. & H. Costs, appro- priated out of money in their hands. re Lady Howland 32.75	1918. Nov. 13 Balance For. 7 80.20 20 Int. from Cap. R. Est. 26.00 Dec. 20 Int. from D. O'Connor 48.00 22 Int. from W. Shenkman 75.00 40 1919. Jan. 26 Int. from Mrs. Bechar- man. 42.00 Feb. 2 Int. from Ed. Chase on 8 40.00 a/c. Mar. 4 Int. in full from E. Chase. 20.00 5 Cash from R. G. Preston in full principal. Lady Howland Mtge. Chase. 12 2000.00 50
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1919.				1919.				Exhibits.		
Jun.	20	Mess. Beament & Armstrong in full of Acheson Mtge. Mrs. Laughran.	2098.39	Mar.	11	Cash from R. G. Preston bal. of mtge.	27.00	—		
		H. & H. Commn. re Acheson Mtge.	21.00		10	Cash from R. O'Neill	12	14.		
July	11	Lady Howland Int.		May	23	Int. to Apr. 10/19	42.00	Extract		
10		Becharman 42.00		Jun.	20	Int. from Cap. Real Est.	26	from W. D.		
		Dumas 42.00				Cheque from N. D. Porter, bal. for Mrs. Laughran's loan.	27.14	Hogg's		
		Becherman 42.00		July	3	Int. from Mrs. Becharman to 30th June.	40	Ledger,		
		Shenkman 75.00	201.00		8	Int. from W. Shenkman	75.00	31st Decem-		
Dec.	9	H. & H. Comm. re N. D. Porter Int. Laughran.	76	1.40	Oct.	3	Int. from P. Vaillancourt to 1st Aug./19.	13.50	ber 1918 to	
	17	H. & H. Comm. re A. E. Honeywell Int.	78	1.50		9	Int. from O'Neil	60	19th Octo-	
							Int. from Cap Real Est.	72	ber 1922—	
						Nov.	24	Cheque from N. D. Porter	76	continued.
						Dec.	9	Int. on Mtge. of Lady H. Mrs. Loughran.	76	
							17	Int. from A. E. Honeywell to the 7th inst. on Mtge. D. O'Connor.	78	
20										
115				1920.						
1920.				Jan.	2	Int. from Wolf Shenkman to Dec. 20/19.	82	75.00		
Jan.	2	H. & H. Comm. re Wolf Shenkman Int.	82	3.75		7	Int. from Becharman to 30th Dec. 1919.	82	42.00	
	19	Lady E. M. Howland Loughran, O'Neill	122.76		May	11	Int. from R. O'Neil	42.00		
30		Vaillancourt Int.			26	Int. from N. D. Porter	26.00			
May	12	Lady Howland Int. on Dumas 42.00			Jul.	2	Int. from Becherman	124	42.00	
		Shenkman 75.00			Oct.	15	Int. from R. O'Neil	42.00		
		D. O'Connor 48.00	165.00		Nov.	19	Int. from Cap. Real Est.	150	26.00	
					May	29	Cheque from N. D. Porter Int. re Loughran	116	70.00	
					Dec.	1	Cheque from N. D. Porter Int. re Loughran.	70.00		

Exhibits.	115 and 116	1921.		1921.				
14. Extract from W. D. Hogg's Ledger, 31st Decem- ber 1918 to 19th Octo- ber 1922— <i>continued.</i>	Jan. 10	H. & H. Comm. re Shenkman Int.	168	2.25	Jan. 4	Int. from Becherman to 1st inst.	168	42.00
	18	H. & H. Comm. re Vaillancourt Int.	170	1.00	10	Int. from Shenkman in full.	152.25	
	17	Lady Howland Int. Loughran and Becherman.	178.36		18	Int. from P. Vaillancourt to 11th Aug. 1920.	170	27.00
	Mar. 29	Can. Bank of Commerce St. Catharines for Lady Howland Int. Shenkman Mtge.	189	150.00	Apr. 28	Int. from D. O'Connor	196	49.00
	Apr. 28	H. & H. Comm. re D. O'Connor Int.	196	1.00	May 4	Int. from O'Neill to Apr. 10.	198	42.00
	May 4	H. & H. Comm. re O'Neil Int.	198	1.00	17	Int. from P. Valliancourt to 11th Feby.	200	15.75
	17	H. & H. Comm. re Vaillancourt Int.	198	1.00		Int. from N. D. Porter on 570-2 Albert St.	202	26.00
	Jun. 1	Can. Bk. of Commerce, cheque for Int. re Loughran, Cap. Real Est. Co., Viallancourt, O'Neil, O'Connor.	184.89		30	Int. from Mrs. C. Loughran to date on Lot 165 side St. Patrick St.	70.00	
		H. & H. Comm. on Int. Mtge. Mrs. C. E. Loughran.		2.10	Jun. 27	Int. from W. Shenkman to June 20.	75.00	20
	22	Mess. R. Stewart Son & Cunningham, Ltd., prem. of ins. on policy in Atlas Co. Lady Howland.	15.75		Jul. 22	Int. from Becherman to 30th June.	42.00	
	27	Hogg & Hogg Commn. re Shenkman, int.	2.00			Cash from W. C. Greig in full Mtge. of Dumais to Lady Howland.	1227.60	
	Jul. 22	H. & H. Comm. on Becherman Int.	1.00			Int. from N. D. Porter on 570-2 Albert St.	26.00	
	23	Hogg & Hogg Commn. re Dumais Mtge.	10.00		Sep 2	Cash in full mtge. Vaillancourt.	471.78	
		Pd. J. P. Irvine amount of his mtge.	800.00		Dec. 1	Int. from N. D. Porter on Mtge. of Loughran.	70.00	30
	Oct. 26	Pd. Mess. Ingersoll, Kingston & Seymour.	2.50		6	Cheque from W. Greene in full mtge. D. L. Campbell to Lady Howland.	246	856.50
	Sep. 2	H. & H. Commn. re Vaillancourt Mtg.	9.45		23	Int. from W. Shenkman to 20th inst.	75.00	
	Dec. 1	H. & H. Comm. re N. D. Porter Int.	246	1.40				40
	6	H. & H. Commn. re D. L. Campbell mtge.	45.86					
	23	H. & H. Comm. re Shenkman Int.	2.25					50
		Int. on O'Connor Mtge.	25.22					
	28	Can. Bank of Commerce						
		Shenkman	72.75					
		Loughran	67.90					
		Becherman	40.74					
		Cap. Real Est.	25.22					
		Campbell	25.22	231.83				

117.				Exhibits.	
1922.		1922.		14.	
Jan. 10	H. & H. Commn. re Beckerman Int.	1.00	Jan. 10	Int. from Becherman	42.00
Feb. 20	H. & H. Commn. re Mrs. Irvine Int.	.84	Feb. 20	Int. from Mrs. J. F. Irvine to Jan. 28/22.	260 28.00
28	Ingersoll, Kingston & Co. St. Catharines a/c Lady H.	13.00	May 23	Int. from Cap. Real Est. Co.	286 26.00
10 May 23	H. & H. Commn. re Cap. Real Est. Int.	1.00	31	Int. from N. D. Porter on Loughran Mtge.	70.00
31	H. & H. Commn. on R. D. Porter's Int.	2.10	June 30	Int. from W. Shenkman to 20th inst.	75.00
Jun. 30	H. & H. Commn. re Wolfe Shenkman Int.	2.25			
Jul. 14	W. E. Brown Westboro Mtge.	800.00			
Oct. 19	The Toronto General Trusts Corpn. Int. on hand of Lady How- land.	215.00			
20	Comm. on principal at 2% \$240, on collection of int. for 35 yrs. \$855.82.	1095.82			
		<u>6801.42</u>			<u>6801.42</u>

14.
Extract
from W. D.
Hogg's
Ledger,
31st Decem-
ber 1918 to
19th Octo-
ber 1922—
continued.

156.

1922.		1922.		From Fol. 117.	
30 Oct. 19	Amt. Ford.	6801.42	Oct. 19	Amt. Ford.	6801.42

ACCOUNT CLOSED.

Exhibits.

11.
Statement
of invest-
ments made
by W. D.
Hogg, 1st
January
1910 to 11th
February
1911.

11.—Statement of Investments made by W. D. Hogg.
Letter Book of Hogg & Hogg, Statement at page 428.
STATEMENT OF INVESTMENT FOR LADY HOWLAND.

		Dr.		
1910.				
Jany. 1st	To amount of Mortgage returned by Capital Real Estate Co.		\$1710.25	
	Amount received from you for investment,		390.00	
	Amount received for investment,		1898.10	
	Amount of Betts Mortgage returned,		1100.00	
May 25th	Amount of O'Reilly Mortgage paid in,		1400.00	10
			<hr/>	
			\$6498.35	
		Cr.		
1910.				
Jany. 31st	By Mortgage from Mrs. Becharman,	\$1200.00		
Feby. 1st	Mortgage S. J. Kelly,	900.00		
April 30th	Mortgage W. Shenkman	2500.00		
Sept. 8th	Mortgage A. Larocque,	200.00		
Dec. 7th	Mortgage D. L. Campbell,	800.00		
1911.				
Feby. 11th	Mortgage P. Vaillancourt,	450.00	6050.00	20
			<hr/>	
			\$448.35	

20.
Statement
submitted
by W. D.
Hogg, 26th
May 1913 to
13th Nov-
ember 1918.

20.—Statement submitted by W. D. Hogg.
LADY HOWLAND (INTEREST ACCOUNT).

1913.		1913.		
May 26	Pd. Lady Howland Int. from Coats & Dumais.	90.00	Apr. 19 By Int. from Dumais	36.00
June 3	H. & H. appld. costs re Larocque.	35.75	May 14 " " J. E. Miller re Coats Mtge.	54.00
11	Pd. Lady Howland	22.00	31 By Int. from N. D. Porter	22.00
July 7	Pd. Lady Howland Int.	104.50	June 3 Cheque from F. A. Labelle on a/c Larocque Mtge.	164.75
	Pd. Martin & McAmmond	48.00	11 Int. from Martin & McAmmond.	48.00
Sept. 25	Pd. Lady Howland Int.	276.00	July 2 Int. from Becherman	36.00
	Trans. to T. Nolan, Brahinsky.	39.00	Aug. 6 Int. from Shenkman	75.00
Dec. 17	Pd. Lady Howland Int. for Vaillancourt \$27.00		23 Int. from E. Chase	60.00
	Dumais 36.00		Sept. 23 Cheque from J. C. Grant re Kelly Mtge. Int.	27.00
	C. R. Estate 22.00	85.00	24 Int. from J. E. Miller re Coats Mtge.	54.00
1914.			25 Int. from D. O'Connor re D. L. Campbell Mtge.	24.00
Feb. 14	Pd. Lady Howland Int. from Martin & McAmmond.	48.00	Oct. 4 Int. from P. Vaillancourt in full to Feb. 11/14.	27.00
	Pd. Lady Howland Int. from Becherman & Campbell,	60.00	11 Int. from Dumais	36.00
			13 Int. from A. Brahinsky	39.00

1914,		1914.		Exhibits,
Feb. 24	Pd. E. M. H. Chase Int.	60.00	Nov. 22 Int. from C. R. Est.	22.00
	„ Shenkman Int.	75.00	Dec. 17 Int. from Martin & Mc-	48.00
June 8	Pd. Lady Howland Int.		Ammond.	20.
	from Dumais \$36.00			Statement
	C. R. Estate 22.00		1914.	submitted
	Kelly 54.00	112.00	Jan. 2 Int. from Becherman	by W. D.
Aug. 15	Pd. Lady Howland Bra-	75.00	Feb. 10 Int. from D. O'Connor re	Hogg, 26th
	hinsky Int.		D. L. Campbell Mtge.	May 1913 to
10	Pd. Lady Howland Int.	36.00	23 Int. from E. Chase to	13th Nov-
	Becherman.		28th inst.	ember 1918
17	Pd. N. D. Porter Brahinsky	35.00	24 Int. from Shenkman	—continued.
	Int.		Apr. 6 Int. from Dumais	
Oct. 21	Pd. Lady Howland Int.		25 Int. from N. D. Porter	
	from Campbell 24.00		May 22 Int. from C. R. Est.	
	Clairoux 40.00		June 8 Int. from J. C. Grant to	
	Vaillancourt 13.50	77.50	Aug. 1st.	
Dec. 17	Pd. Lady Howland Bal. of		July 2 Int. from Becherman	36.00
	Clairoux Int. 20.00		Aug. 14 Int. from Brahinsky	75.00
20	Cap. R. Estate 26.00	46.00	Insurance from „	35.00
	Pd. Int. Martin & Mc-	48.00	24 Int. on a/c from E. Chase	20.00
	Ammond.		Sept. 18 Int. from P. Vaillancourt	13.50
	Pd. Lady Howland Dumais	36.00	23 Int. on a/c from E. Chase	20.00
	Int.		Oct. 5 Int. from D. O'Connor	24.00
			23 Int. from E. Chase in full	20.00
			of interest.	
1915.			Nov. 22 Int. from N. D. Porter	26.00
Feb. 18	Pd. Lady Howland Int.	111.00	22 Martin & McAmmond	48.00
	from Shenkman & Be-		Dec. 31 Int. from Becherman	36.00
	cherman.			
Apr. 17	Pd. Lady Howland Int.	111.00	1915.	
30	from Clairoux \$60.00,		Feb. 15 Int. from B. Rosenfield	75.00
	Campbell 24.00, Kelly		23 Int. on a/c E. Chase	30.00
	27.00.		Mar. 22 Cash on a/c Int. from	20.00
July 21	Pd. Insurance on Grant	1.05	E. Chase	
	Mtge. 1050 received re-		Apr. 24 Cash from Chase in full int.	10.00
	bate 9.45. Difference		26 Cash from O'Neil re Du-	36.00
	1.05.		mais Mtge. Int.	
July 7	Pd. Lady Howland Int.	42.00	May 20 Int. from N. D. Porter	26.00
	from Becherman.		Int. from Martin & Mc-	48.00
40	Pd. Lady Howland Int.		Ammond.	
	from Dumais 36.00		July 2 Int. from Becherman	42.00
	N. D. Porter 26.00		3 Int. from D. O'Connor re	48.75
	Campbell 24.75	86.75	D. L. Campbell Mtge.	
	Pd. Int. Martin & Mc-	48.00	.8 Int. from J. C. Grant up to	81.00
	Ammond.		Feb. 1916.	
Nov. 1	Pd. Lady Howland Int.	225.00	Aug. 12 Int. from B. Rosenfield on	75.00
1916.			Clarence St. property.	
Jan. 17	Pd. Lady Howland Int.		21 Int. on a/c from E. Chase	30.00
	Becherman 42.00		Sept. 22 Cash on a/c from E. Chase	15.00
	Kelly 27.00		Oct. 22 Cash from E. Chase	15.00
50	Vaillancourt 27.00		30 Int. from R. O'Neil on	36.00
	Cap. R. Est. 26.00	122.00	Mtge. on 708 Centre St.	
Mar. 22	Pd. Lady Howland		Nov. 23 Cash from P. Vaillancourt	27.00
	Shenkman 75.00	75.00	Int. Lady Howland.	
	Clairoux (Chase) 30.00	30.00	Int. from Martin & Mc-	48.00
Apr. 22	Int. Martin & McAmmond	48.00	Ammond.	
			21 Int. from N. D. Porter	26.00

Exhibits. — 20. Statement submitted by W. D. Hogg, 26th May 1913 to 13th Nov- ember 1918 —continued.	1916.						
	June 13	Pd. Lady Howland $\frac{1}{3}$					
		Clairoux	\$30.00	30.00			
		Dumais	\$36.00				
		Cap Real Est.	26.00	62.00			
	July 4	Pd. L. Howland					
		D. O'Connor	48.00	48.00			
		P. Vaillancourt	13.50	13.50			
		Becherman	42.00	42.00			
	Aug. 24	Pd. A. Brahinsky amt. recd. from Ont. Fire In- surance Co. Less costs.		20.00			
		Hogg & Hogg Costs		5.00			
	Sept. 21	Lady Howland Int.					
		Shenkman	\$75.00	75.00			
		Clairoux	60.00	60.00			
	Dec. 23	Vaillancourt	13.50	13.50			
	Dumais	36.00					
	Cap Real Es.	26.00	62.00				
	1917.						
Feb. 23	Pd. Lady Howland Int.						
	Shenkman		75.00				
	Martin & McAmmond		48.00				
Mar. 19	Pd. Lady Howland						
	Becherman	42.00					
	Clairoux	20.00	62.00				
	Pd. Martin & McAmmond		1700.00				
Apr. 6	Pd. Lady Howland Int.						
	Clairoux	20.00					
	O'Connor	15.00	35.00				
July 4	Lady Howland						
	Dumais	36.00					
	Clairoux	20.00					
	Becherman	42.00					
	Cap Real Es.	54.00					
	Vaillancourt	13.50	165.50				
Dec. 1	Lady Howland Int.						
	Chase	60.00					
	O'Neil	36.00					
	O'Connor	33.00					
	Vaillancourt	13.50	142.50				
	1918.						
Jan. 29	Lady Howland Int.						
	Shenkman	123.82					
	Becherman	42.00	185.82				
Apr. 30	Lady Howland						
	Clairoux (Chase)	40.00					
	D. O'Connor	24.00					
	Dumais	36.00	100.00				
July 13	Lady Howland Int.						
	Shenkman	75.00					
	Becherman	42.00					
	Bal. Clairoux	20.00	137.00				
	1916.						
Jan. 3	Int. from Becherman		42.00				
Feb. 15	Int. from B. Rosenfield		75.00				
Mar. 4	Int. on a/c from E. Chase		30.00				
24	Int. on a/c E. Chase		20.00				
Apr. 22	Int. from E. Chase in full balance of mtge. to 8th.		10.00				
	Int. Martin & McAmmond		48.00				
25	Cash from R. O'Neil Int. Mtge. on 708 Centre St.		36.00		10		
May 25	Cheque from Cap R. Est. Int. on Mtge. Lady Howland.		26.00				
June 17	Int. from D. O'Connor		48.00				
22	Int. from P. Vaillancourt		13.50				
30	Int. from Becherman to date.		42.00				
	Int. from Rosenfield Mtge. of A. Brahinsky.		75.00				
Aug. 16	Int. from Ed. Chase		30.00		20		
24	Cheque from Trust & Guarantee Co. dividend re Brahinsky claim Ont. Fire Insurance Co.		25.00				
Sept. 12	Int. from P. Vaillancourt to Aug. 11.		13.50				
18	Int. from Ed. Chase		30.00				
Oct. 17	Int. from R. O'Neil		36.00				
Nov. 21	Int. from Cap Real Est.		26.00		30		
	1917.						
Jan. 2	Int. from Becherman to 30th Dec.		42.00				
26	Int. Martin & McAmmond Int. on a/c from E. Chase		48.00 20.00				
Mar. 7	Int. from D. O'Connor on a/c.		15.00				
	Martin & McAmmond Prin.		1700.00				
Mar. 19	Int. from E. Chase		20.00		40		
Apr. 17	Int. on A/c Chase Int. in full balance from Ed. Chase.		10.00 10.00				
May 23	Int. Cap Real Est.		26.00				
25	Int. from R. O'Neil Int. from P. Vaillancourt		36.00 13.50				
July 3	Int. Becherman		42.00				
Aug. 16	Int. from E. Chase		30.00				
Sept. 26	Int. from D. O'Connor to 7th June.		33.00		50		
Oct. 22	Int. from R. O'Neil Int. from P. Vaillancourt to 11 Aug./17.		36.00 13.50				
23	Int. from E. Chase		15.00				
Nov. 17	Int. from Ed. Chase bal. in full.		15.00				

Exhibits.	1920.		1919.	
21. Statement by W. D. Hogg of receipts and disburse- ments, 31st December 1918 to 19th October 1922—con- tinued.	Jan. 19	Lady E. M. Howland Loughran, O'Neil & Vaillancourt Int.	\$122.76	July 8 Int. from W. Shenkman 74.00
	May 12	Lady Howland Int. on Dumas \$42.00 Shenkman 75.00 D. O'Connor 48.00	165.00	Oct. 3 Int. from P. Vaillancourt to 1st Aug./19. 13.50
				9 Int. from O'Neil 42.00
				24 Int. from Capital Real Estate. 26.00
				Dec. 9 Cheque from N. D. Porter Int. on Mtge of Lady Howland, Mrs. Loughran 70.00
				17 Int. from A. E. Honeywell to 7 inst. on mtge. D. O'Connor. 48.70
				1920.
				Jan. 2 Int. from W. Shenkman to 20 Dec. 1919. 75.00
				7 Int. from Becherman to 30th Dec. 1919. 42.00
				May 11 Int. from R. O'Neil 42.00
				26 Int. from N. D. Porter 26.00
				July 2 Int. from Becherman 42.00
				Oct. 15 Int. from R. O'Neil 42.00
				Nov. 19 Int. from Cap. Real Est. 26.00
			May 29 Cheque from N. D. Porter Int. Re Loughran. 70.00	
			Dec. 1 Cheque from N. D. Porter Int. Re Loughran. 70.00	
			1921.	
			Jan. 4 Int. from Becherman to 1st inst. 42.00	
			10 Int. from Shenkman in full 152.25	
			18 Int. from P. Vaillancourt to 11th Aug. 1920. 27.00	
			Apr. 28 Int. from D. O'Connor 49.00	
			May 4 Int. from O'Neil to 10th Apr. 42.00	
			17 Int. from P. Vaillancourt to 11th Feb. 15.75	
			Int. from N. D. Porter 570-572 Albert St. 26.00	
			30 Int. Mrs. C. Loughran to date on Lot 16 South side St. Patrick St. 70.00	
			June 27 Int. from W. Shenkman to June 20th. 75.00	
			July 22 Int. from Becherman to 30th June. 42.00	
			Cash from W. C. Greig in full mtge. of Dumas to Lady Howland. 1207.00	
			Int. from N. D. Porter on 570-572 Albert St. 26.00	
			Sept. 2 Cash in full Mtge. Vaillan- court. 471.78	
			Dec. 1 Int. from N. D. Porter on Mtge. of Loughran. 70.00	

1922.			1921.		Exhibits.	
Feb. 28	Messrs. Ingersoll, Kingstone & Co. St. Catharines a/c Lady Howland.	\$13.00	Dec. 6	Cheque from A. W. Greene in full mtge. D. L. Campbell to Lady Howland.	856.50	21.
July 14	W. E. Brown, Westboro Mtge.	800.00	23	Int. from W. Shenkman to 20th inst.	75.00	Statement by W. D. Hogg of receipts and disbursements, 31st December 1918 to 19th October 1922—continued.
Oct. 19	Tor. Gen. Trusts Corpn Int. on hand of Lady Howland.	215.00	1922.			
10	My fee for investing and reinvesting the money of Lady Howland, for collecting principal and interest and payment over of same to her, extending over a period of 38½ years, under arrangement with her at \$30.00 per year.	1155.00	Jan. 10	Int. from Becherman	42.00	
			Feb. 20	Int. from Mrs. J. F. Irvine to Jan. 28, 1922.	28.00	
			May 23	Int. from Cap Real Est. Co.	26.00	
			31	Int. from N. D. Porter on Loughran Mtge.	70.00	
			June 30	Int. from W. Shenkman to 30th inst.	75.00	
20		<u>\$6660.40</u>			<u>\$6666.82</u>	

38.—Statement by W. D. Hogg shewing amounts returned to Lady Howland and amounts paid to Toronto General Trusts Corporation.

AMOUNTS RETURNED TO LADY HOWLAND AND AMOUNTS PAID THE TORONTO GENERAL TRUSTS CORPORATION, ADMINISTRATORS.

1892.	July 15	Paid Lady Howland (then Mrs. Bethune) on a/c of Douglas principal.	\$200.00	38. Statement by W. D. Hogg shewing amounts returned to Lady Howland and amounts paid the Toronto General Trusts Corporation, 15th July 1892 to 29th November 1926.	
1895.	Feb.	" " "	405.00		
30	June	" " "	600.00		
1902.	Jan. 22	" " " money on hand	600.00		
	Aug. 2	" " " " " "	550.00		
			150.00*		
1903.	Feb. 26	" " " Armstrong loan	400.00		
1905.	Mar. 20	" " " A/C sale of Coal Stock	200.00		
40	1903.	Oct. 20	" " " "		100.00
	1908.	Sept. 24	" " " Money on hand		600.00
	1910.	May 2	" " " Betts Mortgage		1,100.00
			" " " "		200.00*
1911.	Feb. 21	" " " Balance on hand	448.35		

38. Statement by W. D. Hogg shew- ing amounts returned to Lady How- land and amounts paid the Toronto General Trusts Corpora- tion, 15th July 1892 to 29th November 1926— <i>continued.</i>	1912. Dec. 17 1913. Dec. 24 1917. Mar. 17 1922. Oct. 19 1926. Nov. 29	Paid Lady Howland " " " " " " " " " " " " " " "	Band Mortgage Coates Mortgage McAmond & Martin loans Toronto General Trusts Corp. " " "	\$1,000.00 1,750.00 1,600.00* 215.00* 581.00 <hr/> 10,699.35 565.00 <hr/> 10,134.35	10
			Deduct 150.00 200.00 215.00 <hr/> 565.00		

43.—Statement of Mortgages prepared by R. V. Sinclair.

43. Statement of Mort- gages pre- pared by R. V. Sin- clair, March 1885 to July 1922.	1885. Mar. Apl. Mar. June Dec. 1886. May 1888. Mar July July 1893. Nov. 1894. June Sept. Oct. 1895. Jan. 1896. Mar.	Brophy " " Kavanagh Douglas Martin Martin Gisburn By Martin " " To Lyons By Kavanagh By Douglas To Crawley " Jones " Marshall & Fudge By Brophy To Brophy By Lyons By Jones	Dr. 1600. 200. 500. 4000. 5000. 1500. 250. 5000. 1500. 1500. 4000. 5000. 1500. 400. 3500. 2500. 1500. 400.	Cr. 250. 1500. 4000. 5000. 2300. 2300.	Bal. 2300. 6300. 11300. 12800. 13050. 18050. 17800. 16300. 17800. 13800. 8800. 10300. 10700. 14200. 11900. 14400. 12900. 12500.	20 30 40
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		Dr.	Cr.	Bal.	Exhibits.
1897.					
June	By Crawley		1500.	11000.	—
Sept.	To Hyland	200.		11200.	43.
1898.					Statement
Jan.	To Betts	700.		11900.	of Mort-
1899.					gages pre-
Oct.	To Armstrong	1000.		12900.	pared by
Nov.	By Gisburn (Patterson)		5000.	7900.	R. V. Sin-
Dec.	To McDougall	2250.		10150.	clair, March
					1885 to July
					1922—con-
					tinued.
10		\$31,600.	21,450.		
1900.					
Jan. (1901)	To Reilly	1400.		11550.	
Dec. 28	By Brophy		2500.	9050.	
1902.					
Oct.	By Armstrong		1000	8050.	
1904.					
Sept.	To Betts	1100.		9150.	
Oct.	To Cap. Real Est. Co.	1700.		10850.	
1905.					
20 May	" " " " "	800.		11650.	
1908.					
Feb.	By McDougall		2250.	9400.	
	By O'Reilly		1400.	8000.	
	To Higman	3000.		11000.	
Mar.	By Hyland		200.	10800.	
1909.					
Nov.	By Cap. Real Est. Co.		1700	9100.	
Dec.	To Becherman	1200.		10300.	
1910.					
30 Feb.	To S. J. Kelly	900.		11200.	
Mar.	By Betts		700.	10500.	
	By Betts		1100.	9400.	
	To Vaillancourt	450.		9850.	
Apl.	To Shenkman	2500.		12350.	
Dec.	" Campbell	800.		13150.	
1911.					
Apr.	To Clairoux	2000.		15150.	
July	By Marshall & Fudge		3500.	11650.	
Oct.	To Lemoine (Shenkman)	2500.		14150.	
40 Oct.	To Band	1000.		15150.	
Dec.	By Shenkman		2500.	12650.	
1912.					
Feb.	By Higman		3000.	9650.	
Aug.	By Lemoine (Shenkman)		2500.		
	To Shenkman	2500.		9650.	
		\$53,450.	43,800.	9650.	
1912.					
Sept.	To Coats	1800.		12650.	
	Dumais	1200.		11650.	
50 Dec.	By Band		1000.		
1913.					
Dec.	By Coats		1800.	19850.	

Exhibits.			Dr.	Cr.	Bal.	
43.	1919.					
Statement of Mortgages prepared by R. V. Sinclair, March 1885 to July 1922—continued.	Mar.	By Chase		2000.	7850.	
	June 1921.	To Loughren	2000.		9850.	
	July	By Dumais		1200.	8650.	
	July	To Irvine	800.		9450.	
	Sep.	By Vaillancourt		450.	9000.	
	Dec.	By Campbell		800.	8200.	
	July 1922.	By Capital Real Est. Co.		800.		10
	„	To Brown	800.		8200.	
			\$60,050.	\$51,850.		

6.

6.—W. D. Hogg's Memorandum Book, pages 123 to 139 and 141 to 143.

(See separate volume.)

39.

39.—Statement by N. L. Martin of items charged in W. D. Hogg's statement not being payments to Lady Howland.

Statement by W. L. Martin of items charged in W. D. Hogg's statement not being payments to Lady Howland.

APPROX. MEMO. OF ITEMS CHARGED IN MR. HOGG'S STATEMENT,
NOT BEING PAYMENTS TO LADY HOWLAND.

Page 5	Cap Real Estate	800.	11	Martin & McA.	1600.	20
7	Kelly	900.	13	Loughrin	2098.	
	Beckerman	1200.	14	Irvin	800.	
	Laroque	200.		Brown	800.	
	Campbell	800.			14,698.	
8	Coats	1800.				
	Dumais	1200.				

40.

40.—Statement by N. L. Martin of Cash acknowledged as received for investment.

Statement By N. L. Martin of Cash acknowledged as received for investment, March 1885 to 4th April 1910.

CASH ACKNOWLEDGED AS RECEIVED FOR INVESTMENT.

1885.	Mar.	Brophy	2300.	1888.	July 20	Lyons	1500.	30
	Apr. 11	Kavanagh	4000.	1905.	May	Dom. Coal Stock	2000.	
	Mar. 3	Douglas	5000.	1910.	Mch.	As per letter	390.	
	June 16	Martin	1500.	Apr. 4	Cash	1898.10		
	Dec. 1	„	250.			\$23,858.10		
	1886.							
	May 21	Gisborne	5000.					

Less principal payments made as per stte.

42.—Parallel Statement prepared by N. L. Martin.

N. L. MARTIN, Chartered Accountant,
73, King St. West, Toronto.

BETHUNE ESTATE.

Parallels of the Hogg Statement and the Ledger.

Exhibits.

42.
Parallel
Statement
prepared by
N. L. Mar-
tin, 1st
March 1905
to 20th
November
1907.

		Cash Received.	
		Statement.	Ledger.
1905.			
Mch. 1	Int. R. W. Betts		33.00
Apr. 5	„ Wm. Hyland		7.00
10 May 1	„ Marshall & Fudge		92.50
1	„ R. C. Douglas		35.00
4	„ Cap Real Est		46.75
13	„ Cap Real Est., R. C. Douglas & Hyland	88.45	
22	Rec. Sale of Coal Stock	2000.00	
Jun. 22	Int. J. McDougald		61.87
26	„ McAmond & Martin	48.00	
July 21	„ F. O'Reilly		35.00
22	„ J. McDougald	61.63	
Aug. 18	„ O'Reilly	35.00	
20 Oct. 23	„ Cap. Real Est.		46.75
Nov. 4	„ R. C. Douglas	35.00	
	„ W. D. Hogg	27.00	
8	„ W. Hyland		7.00
15	„ Marshall & Fudge		90.00
4	„ Betts, Douglas & Cap. Real Est.	108.25	
17	„ Fudge, Hyland & Bal.	102.50	
Dec. 6	„ Cap. Real Est.		22.00
22	„ McDougald		61.88
		<u>2,443.83</u>	<u>600.75</u>

		Cash Paid Out.	
		Statement.	Ledger
30			
May 1	Paid Lady H. & Expense		92.50
13	„ „	84.45	
23	„ „ Coal Stock	200.00	
	Loan to Cap. Real Est.	800.00	
June 26	Paid to Lady H.	48.00	
July 22	„ „	61.63	
Aug. 18	„ „	35.00	
Nov. 4	„ „	108.25	
40 17	„ „	102.50	

The other cash payments in the Ledger are deposits into the Trust Account.

Exhibits.

BETHUNE ESTATE.

Parallels of the Hogg Statement and Ledger.

Parallel Statement prepared by N. L. Martin, 1st March 1905 to 20th November 1907—continued.	1907.	Cash Received.	Statement.	Ledger.
	Jan. 12	Int. O'Reilly		35.00
	19	„ Marshall & Fudge		90.00
	26	„ O'Reilly & Fudge	125.00	
	Me. 14	„ A. McDonald		33.00
	Apr. 15	„ Fudge, Betts & O'Reilly	158.00	
	May 15	„ Cap Real Est.		46.75
		„ Cap Real Est.	22.00	68.75
	31	„ Douglas		35.00
	June 5	„ Marshall & Fudge		90.00
	6	„ Douglas & Cap Real Est.	81.75	
	10	„ Fudge	89.70	
	July 3	„ McDonald		33.00
	6	„ McDougald		61.88
	11	„ O'Reilly		
	12	„ McDougald, McA. & M.	99.90	
	Oct. 1	„ Hyland		7.00
	Nov. 2	„ Douglas		35.00
	2	„ McDonald		33.00
	4	„ Cap Real Est.		46.75
	13	„ Marshall & Fudge		90.00
	23	„ Cap Real Est.		22.00
	23	„ McDougald		61.88

The Ledger account of 1907 was never closed and remains now open and apparently unfinished. No further ledger entries appear in Exhibit No. 21.

Exhibit No. 3 has a Ledger account in the name of Lady Howland but without date of year. It has been presumed to be 1909.

BETHUNE ESTATE.

30

Parallels of the Hogg Statement and Ledger.

1907.	Cash Paid Out.	Statement.	Ledger.
Jan. 26	To Lady H.	125.00	
25	„		125.00
Apr. 15	„	158.00	
12	„		158.00
June 5	„		81.75
6	„	81.75	
8	„		90.00
10	„	89.70	
July 11	„		22.00
12	„	99.90	
Nov. 7	„		121.75
20	„		90.00

Ledger account above unfinished.

41.—Summary made by N. L. Martin.

Exhibits.

SUMMARY.

41.

Summary made by N. L. Martin.

	Prin. payments admitted	19550.	
	at 6½% for 34 yrs.	43205.	
		<hr/>	
	Total to account for	62755	
	Turned over in Mortgages	8200.	
		<hr/>	
		54555.	
	Less Total of Debit items per stte.	45994.64	
	Less re-investment items	14698.00	31296.64
		<hr/>	<hr/>
		23258.36	
10	Plus subsequent receipts (without interest).	4288.10	
		<hr/>	<hr/>
		27546.46	

7 and 44.—Bundle of Receipts from Lady Howland to W. D. Hogg with 4 cheques and letter attached.

7.
Bundle of Receipts from Lady Howland to W. D. Hogg, 17th June 1886 to 28th December 1921.

S.C.C.C.

Re ESTATE LADY HOWLAND AND W. D. HOGG.

This is Exhibit No. 7, the property of W. D. Hogg, produced by W. D. Hogg.

CHARLES L. BRAY, Registrar.

20

Spring Bank Hotel, June 17th 1886.
St. Catharines.
Received from W. D. Hogg, Esq., Two hundred & three dollars.
E. M. Bethune

St. Catharines, July 8th, 1886.
Received from W. D. Hogg, Esq., Fifteen. \$15.
E. M. Bethune.

30

St. Catharines, Aug. 4th, 1886.
Received from W. D. Hogg, Esq., One Hundred & twelve dollars & fifty cents. \$112.50.
E. M. Bethune.

Exhibits.	St. Catharines,	Nov. 3rd, 1886.	
7.	Received from W. D. Hogg, Esq., Fifty four dollars \$54.00 Interest on		
Bundle of	Brophy Mortgage.		
Receipts	E. M. Bethune.		
from Lady			
Howland	A. Christie & Co.,	Nov. 19 1886.	
to W. D.	Ottawa.		
Hogg, 17th	To Mrs. Bethune.		
June 1886	1886		
to 28th	Aug. To amt. of A/c rend.	.85.	
December	Received payment,		10
1921—con-	A. Christie & Co.,		
tinued.	Nov. 19/86.		
	A. Christie & Co.,	Nov. 19 1886.	
	Ottawa.		
	To Mrs. Bethune.		
	1886		
	Aug. To amt. of A/c rend.	2.80.	
	Received Payment,		20
	A. Christie & Co.,		
	Nov. 19/86.		
	(Check) LA BANQUE NATIONALE,		
	Ottawa.	Nov. 19, 1886.	
	Pay A. Christie & Co., or order,		
	Three 65/100		
	(in full Mrs. Bethune's a/c).		
	W. D. Hogg.		
	Certificate of Post Office Registration. No. 487.		
	Nov. 1886.		
	Registered this day a Letter addressed to		30
	Mrs. J. Bethune,		
	St. Catharines, Ont.		
	Post Office Stamp and Date.		
	Registered Ottawa.		
	(On Back)	HYL	
	Brophy Int.	Postmaster.	
	\$54.00.		

		Exhibits.
	St. Catharines, Dec. 15, 18	7.
	Received from W. D. Hogg, Fifty three dollars. Half-yearly interest on J. Mar James MacAmmond's Mortg. E. M. Bethune.	Bundle of Receipts from Lady Howland to W. D. Hogg, 17th June 1886 to 28th December 1921— <i>continued.</i>
	<hr/>	
	St. Catharines, 20th Dec. 1886.	
	Received from W. D. Hogg, Barrister. \$157.00 Interest on Mortgages	
	Douglas Mortgage \$75.00	
	Kavanagh 60.00	
	Brophy 15.00	
10	J. Martin 7.	E. M. Bethune.
	<hr/>	
	Ottawa, Jany. 18, 1887.	
	Mrs. Bethune To J. Wilson & Co. Dr.	
	1885	2.50
	To Amt. of Acct. Rend.	
	<hr/>	
	St. Catharines, Jan. 21st, 1887.	
	Received from W. D. Hogg, Esq., Seventy five, \$75.00, balance on Douglas Mortgage. E. M. Bethune.	
	<hr/>	
20	St. Catharines, March 12th, 1887.	
	Received from W. D. Hogg, Esq., \$150.00 Half-yearly payment on Gisborne Mortgage. E. M. Bethune.	
	<hr/>	
	St. Catharines, April 30th, 1887.	
	Received from W. D. Hogg, Esq., Eighty dollars interest on mortgages. E. M. Bethune.	
	<hr/>	
	St. Catharines, June 12th, 1887.	
	Received from W. D. Hogg, Esq., one hundred & fifty \$150.00. Interest on Mortgages.	
30	E. M. Bethune.	
	<hr/>	

Exhibits. <hr/> 7. Bundle of Receipts from Lady Howland to W. D. Hogg, 17th June 1886 to 28th December 1921— <i>con- tinued.</i>	St. Catharines, Received from W. D. Hogg, Esq., \$150.00 half yearly interest on Gisborne Mortgage. E. M. Bethune.	Sep. 2nd, 1887.	
	St. Catharines. Received from W. D. Hogg, Esq., one hundred and thirty four dollars \$134.00, half yearly interest on T. Martin & P. Brophys mortgages and quarters interest on M. Kavanagh mortgage. E. M. Bethune.	Oct. 19th, 1887.	
	St. Catharines, Received from W. D. Hogg, Esq., the sum of \$33.00 the half yearly payment on James McAmmond's mortgage. E. M. Bethune.	Dec. 6, 1887.	10
	St. Catharines, Received from W. D. Hogg, Esq., the sum of \$15.00 fifteen dollars half yearly payment on J. P. Brophy's Mortgage due the 23rd of Nov. E. M. Bethune.	Dec. 7th, 1887.	
	St. Catharines, Received from W. D. Hogg, Esq., \$79.20 Seventy nine. E. M. Bethune.	Jan. 7th, 1888.	20
	St. Catharines, Received from W. D. Hogg, Esq., \$45.00 forty-five, half yearly interest on John Martin's loan of \$1500.00. E. M. Bethune.	Jan. 30th, 1888.	
	St. Catharines, Received from W. D. Hogg, Esq., \$54.25 Fifty four dollars interest on P. Brophy's mortgage. E. M. Bethune.	May 24th, 1888.	
	Toronto, Received from W. D. Hogg, Esq., one hundred and ninety five \$195.00 interest on the Gisborne and Kavanagh mortgages. E. M. Bethune.	Oct. 7th, 1888.	30

- | | | | |
|----|---|--|---|
| | Toronto, | Nov. 23, 1888. | Exhibits. |
| | Received from W. D. Hogg | \$74.00 interest on the Brophy & J. Martin mortgages. | 7. |
| | E. M. Bethune. | _____ | Bundle of Receipts from Lady Howland to W. D. Hogg, 17th June 1886 to 28th December 1921— <i>continued.</i> |
| | Toronto. | Dec. 23, 1888. | |
| | Received from W. D. Hogg, Esq., | Two hundred & ten \$210.00 Interest for the half year on the Douglas & Brophy mortgages, and the quarters interest on Kavanagh mortgage. | |
| | E. M. Bethune. | _____ | |
| 10 | Toronto, | April 19th, 1889. | |
| | Received from W. D. Hogg, Esq., | \$33.25. Interest for half year on McAmmond's mortgage. | |
| | E. M. Bethune. | _____ | |
| | Toronto, | May 8th, 1889. | |
| | Received from W. D. Hogg, Barrister, | \$45.25. Three months interest on the Kavanagh mortgage. | |
| | E. M. Bethune. | _____ | |
| | | Dec. 20th, 1889. | |
| | 2 Wellington Place, Toronto, | | |
| 20 | Received from W. D. Hogg, Barrister &c. | \$167.00 half yearly interest on the Brophy, Kavanagh, McAmmond & Martin mortgages. | |
| | E. M. Bethune. | _____ | |
| | Lindsey & Lindsey, | Sept. 18th, 1890. | |
| | Toronto. | | |
| | To W. D. Hogg, Q.C., | Ottawa, Ont. | |
| | Dear Sir, | | |
| | | the | |
| | We beg to acknowledge/ | receipt of your cheque for \$150.00 on Mrs. Bethune's account. | |
| 30 | | Yours truly, | |
| | | LINDSEY & LINDSEY. | |
| | | _____ | |

Exhibits.

7.
 Bundle of
 Receipts
 from Lady
 Howland
 to W. D.
 Hogg, 17th
 June 1886
 to 28th
 December
 1921—con-
 tinued.

Sept. 22, 1890.

Lindsey & Lindsey, Toronto.

W. D. Hogg, Esq., Q.C., Ottawa.

Dear Sir :

Re Lyons.

We beg to acknowledge the receipt of your check for \$52.00 for account of Mrs. Bethune.

Yours truly,

Lindsey & Lindsey.

Oct. 21st, 1890.

10

Lindsey & Lindsey, Toronto.

W. D. Hogg, Q.C., Ottawa, Ont.

Dear Mr. Hogg,

We beg to acknowledge the receipt of your cheque for \$45.00, amount of interest on Cavanagh mortgage, due to Mrs. Bethune.

The mortgagors in arrears, with whom you have to deal, are Gisbourn and Brophy.

Did you ever look whether or not you had the deeds or patents of Mrs. Bethune's North West lands. We have been able to trace them for some distance, but never past Mr. O'Conner your partner.

20

Yours Cordially,

G. G. S. Lindsey.

Nov. 26th, 1890.

Lindsey & Lindsey, Toronto.

W. D. Hogg, Q.C., Ottawa, Ont.

Dear Mr. Hogg.

Re Bethune interests.

We are in receipt of your cheque for \$107.00 in full of interests Brophy, McAnand and Martin, and will be glad to get the Gisborn interests as soon as convenient. We are all well and trust that Mrs. Hogg has much improved since last accounts.

30

Yours truly,

Lindsey & Lindsey.

Lindsey & Lindsey,
Toronto.

Jan. 17th, 1891.

W. D. Hogg, Q.C.,
Ottawa, Ont.

Dear Mr. Hogg,

We beg to acknowledge the receipt of your cheque for \$165.00, interest on Gisborne & Brophy mortgages. The writer regrets that he was engaged at the Assize and not able to see you at Osgoode Hall. With kind regards,

Yours Cordially,

Lindsey & Lindsey.

Exhibits.

7.

Bundle of
Receipts
from Lady
Howland
to W. D.
Hogg, 17th
June 1886
to 28th
December
1921—con-
tinued.

10

Lindsey & Lindsey,
Toronto.

April 22nd, 1891.

W. D. Hogg, Esq., Q.C.,
Ottawa, Ont.

Dear Sir,

I beg to acknowledge the receipt of Kavanagh's cheque for \$45.00 in payment of interest due to Mrs. Bethune on her mortgage.

Yours truly,

W. L. M. Lindsey.

20 Lindsey & Lindsey,
Toronto.

July 4, 1891.

W. D. Hogg, Esq., Q.C., Ottawa.

Dear Sir,

I beg to acknowledge the receipt of your letter enclosing check for \$272.00 for account of Mrs. Bethune.

Yours truly,

W. L. M. Lindsey.

\$52.00 Received from W. D. Hogg, the sum of Fifty-two dollars interest in full on mortgage of John Lyons up to 20th July 1891. 52.00

30 E. M. Bethune.

Exhibits. 7. Lindsey & Lindsey, September 3rd, 1891.
Toronto.

Bundle of Receipts from Lady Howland to W. D. Hogg, 17th June 1886 to 28th December 1921—*continued.* W. D. Hogg, Esq., Barrister, Ottawa, Ont.

Dear Sir,

I beg to acknowledge the receipt of your cheque for \$195. on account of Mrs. Bethune.

Yours truly,
W. L. M. LINDSEY.

\$45.00

Received from W. D. Hogg, the sum of forty-five dollars in full interest to 15th inst. on mortgage from Mr. Kavanagh. 10

Sep. 23/91.

E. M. Bethune.

\$300.00

Received from W. D. Hogg the sum of three hundred dollars in full interest on the mortgages of W. Gisborne and W. Douglas to the following dates—

On Mrs. Gisborne's up to 28th Aug/91.

On Mr. Douglas up to 15th Dec/91.

E. M. Bethune.

(On back of receipt)

20

Feb. 27/92 receipt Douglas to 15th Dec./91.

Gisborne to 28 Aug/91.

\$60.00

Received from W. D. Hogg, the sum of sixty dollars in full interest on Mortgage of Kavanagh to 15th December 1891, and on Mortgage of J. P. Brophy's for \$500. to 23rd November 1891.

Jany. 28/92.

E. M. Bethune.

\$45.00

Received from M. Kavanagh the sum of Forty five dollars in full interest to 15th March 1892 on mtge. 30

E. M. Bethune.

\$54.00

Received from W. D. Hogg, the sum of Fifty four dollars in full of interest on Mtge. of J. P. Brophy to 1st Apl. 1892.

April 14/92. E. M. Bethune.

\$52.50

Rec'd. from W. D. Hogg, the sum of Fifty two 50/100 dollars in full of interest up to 21st January 1892 on mtge. of John Lyons.

Apl. 14/92. E. M. Bethune.

Exhibits.

7.

Bundle of Receipts from Lady Howland to W. D. Hogg, 17th June 1886 to 28th December 1921—*continued.*

Toronto, July 15th, 1892.

Received from W. D. Hogg, Q.C., \$225.00 the instalment on the Douglas mortgage for Dec. 1891 and half \$75.00 on the same mortgage for the June 1892 instalment.

	McAmmond Mortgage	\$33.00
10	Martin Mortgage	20.00
	Brophy Mortgage	15.00
	Kavanagh Mortgage	45.00

E. M. Bethune.

Toronto, Nov. 24th, 1892.

Received from W. D. Hogg, Q.C., \$75.00 the amount in full of Douglas Mortgage to date also \$45.00 in full of the Kavanagh mortgage.

E. M. Bethune.

Toronto.

Dec. 16th, 1892.

20 Received from W. D. Hogg, Esq., \$69.00 interest in full to date on J. B. Brophy's two mortgages, also received \$33.00 in full of interest on McAmmond mortgage to Nov. 1st, 1892 also \$20.00 interest in full to Nov. 15th on T. Martin's Mortgage.

E. M. Bethune.

Feby. 1st, 1893.

\$107.50

Received from John Lyons per W. D. Hogg the sum of one hundred and seven dollars and fifty cents in full interest on Mtge. up to 20th Jany. 1893.

E. M. Bethune.

Exhibits.
 7.
 Bundle of
 Receipts
 from Lady
 Howland
 to W. D.
 Hogg, 17th
 June 1886
 to 28th
 December
 1921—con-
 tinued.

Lindsey & Lindsey,
 Toronto.

Feby. 24th, 1893.

W. D. Hogg, Q.C., Ottawa.

Dear Mr. Hogg,

I have deposited your check as requested to Mrs. Bethune's credit in Bank of Commerce here. We are glad to hear that you are all well, and please give our love to all under your hospitable roof,

Cordially yours,

G. G. S. Lindsey.

The Canadian Bank of Commerce.

10

Credit Mrs. E. M. Bethune.

Deposited by

24th day of Feb. 1893.

OW \$107.50

Ex .25

107.25

March 1/93.

\$150.00

Received from A. C. Douglas per W. D. Hogg the sum of one hundred & fifty dollars in full of interest on Mtge. up to 15th Dec. 1893.

20

E. M. Bethune.

March 20/93.

\$150.00

Received from J. C. Patterson the sum of one hundred and fifty dollars in full of interest on Gisborne Mtge. up to 27th August, 1892.

E. M. Bethune.

Toronto.

June 28th, 1893.

Received from W. D. Hogg, Esq., \$150.00 interest due on the Gisborne Mortgage in full to the 15th of Feb. 1893. Also \$54.00 and \$15.00 due on the two Brophy Mortgages.

30

E. M. Bethune.

Toronto, Oct. 3, 1893.

Received from W. D. Hogg, Q.C. \$45.00 interest on M. Kavanagh's mortgage due on Sep. 15th.

E. M. Bethune.

Exhibits.

7.
Bundle of Receipts from Lady Howland to W. D. Hogg, 17th June 1886 to 28th December 1921—*continued.*

Toronto, Oct. 10th, 1893.

Received from W. D. Hogg, Q.C. \$150.00 amount of interest due on the Gisborne or Patterson Mortgage up to Aug. 28th, 1893.

E. M. Bethune.

Toronto, Nov. 9th, 1893.

10 Received from W. D. Hogg, Q.C. \$33.00 the half yearly interest on the McAmmond Mortgage due the 1st of Nov. 1893.

E. M. Bethune.

Toronto, Nov. 9th, 1893.

Received from W. D. Hogg, Q.C. \$* .00 interest on the J. Martin [*torn off.] Mortgage due Nov. 15th, 1893.

E. M. Bethune.

Toronto, Dec. 30th, 1893.

Received from W. D. Hogg, Esq. \$69.00 half yearly interest on Mr. Brophy's two Mortgages one \$54.00 & the other \$15.00.

20 E. M. Bethune.

Toronto, Jan. 12th, 1894.

Received from W. D. Hogg, Q.C. Cheque for \$54.34 $\frac{1}{2}$ yearly interest on John Lyons Mortgage due July 20th, 1893.

E. M. Bethune.

Toronto, Feb. 15th, 1894.

Received from W. D. Hogg, Q.C. \$150.00 half yearly interest on Clifton Douglas Mortgage.

E. M. Bethune.

Exhibits.

Toronto, March 12th, 1894.

Lount, Marsh, Lindsey & Lindsey.

W. D. Hogg, Q.C. Ottawa. Ont.

Dear Mr. Hogg :

Your cheque for \$150 in full of interest on the Douglas mortgage came duly to hand. When the election fever has subsided and people begin to grow rich again please send us a cheque for anything that may happen to be due to Mrs. Bethune.

I am sorry that I missed you yesterday. I got home just two minutes after you left the house.

Yours truly.

G. G. S. Lindsey.

10

125 Bedford Road, Toronto, April 5th, 1894.

Received from W. D. Hogg, Q.C., one hundred and fifty dollars \$150.00
half years' interest on the Patterson mortgage.

E. M. Bethune.

Toronto, Jan 3rd, 1895.

Received from W. D. Hogg, Q.C. \$45.00 half yearly interest on Thos.
Crawley's mortgage.

E. M. Bethune.

20

Toronto, Feb. 3rd, 1895.

Received from W. D. Hogg, Q.C. \$405.00 Lyon Mortgage.

E. M. Bethune.

Toronto, April 17th, 1895.

Received from W. D. Hogg, Q.C. \$150.00 interest for the half year on the
Patterson Mortgage, also \$14.00 interest for half year on the Stella Jones
Mortgage.

E. M. Bethune.

125 Bedford Road.

Wednesday Morning.

30

My dear Will :

I have just now received your letter & cheque for \$600.00. You will have got my telegram telling you not to come up on Thursday as you kindly decided to do.

Sir William has been quite poorly for two or three days on account of the extreme changes in the weather that we are having. He might not be

able to see you on Friday and as there is no immediate hurry and your business engagements are so pressing, we will defer the business for some time, possibly the marriage may never take place, altho the sickness is not serious one can never tell how it may terminate. Especially when one is so advanced in years as he is.

The weather is very hot here. We are all quite well. I hope this will not put you out in your business engagements. With many thanks for your kindness in this matter & love for Agnes & yourself, I remain

Yours affectionately,

E. M. Bethune.

10

Exhibits.
—
7.
Bundle of Receipts from Lady Howland to W. D. Hogg, 17th June 1886 to 28th December 1921—*continued.*

Toronto, Nov. 5th, 1895.

Received from W. D. Hogg, Q.C. one hundred and forty two dollars \$142.00.

Brophy Mortgage	75.00
Mrs. Jones do.	14.00
McAmmond —	33.00
Martin —	20.00

E. M. Howland.

Received from W. D. Hogg, Q.C. \$45.00 Interest on Mortgage.

Ottawa, Jan. 27th/96.

20 E. M. Howland.

Received from W. D. Hogg, Q.C., one hundred and fifty dollars half yearly interest on the Patterson Mortgage.

Toronto, March 19th, 1896.

E. M. Howland.

Received from W. D. Hogg, Q.C. Nov. 2/96 \$75.00 interest on the Brophy Mortgage and also on the 11th Nov. \$150.00 interest on the Gisbourne or Patterson Mortgage.

E. M. Howland.

Toronto, Nov. 14th/96.

30 Received from W. D. Hogg, Esq., Q.C.

Toronto, Jan. 8th, 1897.

Martin Interest	\$20.00
McAmmond do.	33.00
T. Crawley do.	45.00

E. M. Howland.

Exhibits. Received from W. D. Hogg, Esq., \$150.00 half years interest on the Patterson mortgage.

7.
Bundle of Receipts from Lady Howland to W. D. Hogg, 17th June 1886 to 28th December 1921—continued.

E. M. Howland
Toronto, May 6th, 1897.

Toronto, June 17th,/97.

Received from W. D. Hogg, Q.C., \$53.00 interest on McAmmond Mortgage 33.00 and interest on Martin Mortgage \$20.00.

E. M. Howland.

St. Catharines,
July 10th,/97.

10

Received from W. D. Hogg, Q.C., one hundred and twenty dollars half yearly interest on the Brophy Mortgage & the Crawley mortgage.

E. M. Howland.

Toronto, Dec. 15th, 1897.

Received from W. D. Hogg, Q.C., one hundred and fifty dollars $\frac{1}{2}$ years interest on the Patterson Mortgage.

E. M. Howland.

Toronto, Feb. 8th/98.

Received from W. D. Hogg, Q.C., \$48.00 interest for half year on Martin & McAmmond Mortgages.

20

E. M. Howland.

April 8th/98.

Received from W. D. Hogg, Q.C., \$100.00 one hundred dollars interest on Mortgage.

E. M. Howland.

Received from W. D. Hogg, Q.C., Eighty-five dollars \$85.00 interest.

E. M. Howland

June 8th, 1898.

Received from W. D. Hogg, Q.C., \$75.00 being the interest on the Brophy mortgage. Exhibits.

Toronto, June 28th, 1898.
E. M. Howland.

7.
Bundle of Receipts from Lady Howland to W. D. Hogg, 17th June 1886 to 28th December 1921—*continued.*

Received from W. D. Hogg, Esq., a cheque for \$123.00 interest on the Brophy 75.00, McAmmond 33.00, and Martin 15.00 Mortgages.

E. M. Howland
Toronto Nov. 9th/98.

10 Received from W. D. Hogg, Q.C., Fifty dollars part interest on the Patterson mortgage.

E. M. Howland
Toronto, Dec. 30th,/98.

Received from W. D. Hogg, Q.C., \$75.00 Brophy interest.

Toronto, May 6th, 1899.
Elizabeth M. Howland.

Toronto, July 14th/99.

Received from W. D. Hogg, Q.C., \$106.00. McAmmond \$33.00, Martin \$15.00, Mrs. Patterson \$30.00, Betts \$21.00 and Hyland \$7.00.

20 E. M. Howland
125 Bedford Road.

Ottawa, Sep. 23/99.

Received from W. D. Hogg, Q.C., \$150.00 half year interest on the Patterson Mortgage.

E. M. Howland.

Toronto, Nov. 4th/99.

Received from W. D. Hogg, Q.C., sixty two dollars & fifty cents interest on the Brophy mortgage.

E. M. Howland.

Exhibits.

7.
 Bundle of
 Receipts
 from Lady
 Howland
 to W. D.
 Hogg, 17th
 June 1886
 to 28th
 December
 1921—con-
 tinued.

Toronto, Dec. 7th/99.

Received from W. D. Hogg, Q.C., \$150.00 interest on the Patterson mortgage.

E. M. Howland.

Received from W. D. Hogg, Q.C., cheque for \$83.00. Betts Mortgage \$21.00, Hylands \$14.00, McAmmond \$33.00 and Martin \$15.00.

E. M. Howland.

Toronto, Dec. 24th, '99.

Toronto, April 8th, 1900.

Received from W. D. Hogg, Q.C. \$21.00 on the Hyland Mortgage \$30.00 on Dickson Patterson Mortgage. 10

E. M. Howland.

St. Catharines, May 14th, 1900.

Received from W. D. Hogg, Q.C. \$62.50 Mrs. Brophy Mortgage, \$25.00 Mrs. Armstrong Mortgage \$7.00 Hyland Mortgage.

Elizabeth M. Howland.

Toronto, June 9th, 1900.

Received from W. D. Hogg, Esq., Q.C. \$61.88 Interest on the John McDougald Mortgage.

E. M. Howland.

20

Received from W. D. Hogg, Q.C. cheque for \$108.00, being 25.00 Mrs. Armstrong, \$35 Mr. Douglas—\$15.00 Martin and \$33.00 McAmmond.

E. M. Howland.

Toronto, Oct. 31st, 1900.

Toronto, June 8th, 1901.

Received from W. D. Hogg, Esq., K.C. cheque for \$129.50 interest on the following mortgages. J. Hyland \$7.00 Mrs. Armstrong \$25.00, Mr. R. C. Douglas \$35.00, Mrs. P. Brophy \$62.50.

E. M. Howland.

Exhibits.

7.

Bundle of Receipts from Lady Howland to W. D. Hogg, 17th June 1886 to 28th December 1921—*continued.*

Received from W. D. Hogg, Esq., K.C. one hundred & twenty-five dollars interest on Fudge, and R. C. Douglas Mortgages.

Nov. 22, 1901.

Toronto, 125 Bedford Rd.,

Elizabeth M. Howland.

10

Received from W. D. Hogg, K.C. \$73.00 half yearly interest on Armstrong, McAmmond and Martin Mortgages.

Toronto, Dec. 28th, 1901.

Received from W. D. Hogg, Esq. \$104.16 interest on the Marler Mortgage to date.

E. M. Howland.

Toronto, Jany. 11th, 1902.

Toronto, Jan. 23, 1902.

Received from W. D. Hogg, K.C. Six hundred dollars \$600.00 part of the principal of Mr. Marler's Mortgage.

20

E. M. Howland.

Received from W. D. Hogg, K.C. cheque for \$150.00 part of the Marler Mortgage and cheque for \$53.00 interest on the O'Reilly and Betts mortgages.

E. M. Howland.

125 Bedford Rd., Toronto.

Feb. 22, 1902.

Exhibits. Received from W. D. Hogg, K.C. \$108.00 Interest on Mrs. Armstrong's
 mortgage \$25.00 Mr. Douglas \$35.00 Martin \$15.00 and Mc-
 Ammond \$33.00.
 7.
 Bundle of Receipts from Lady Howland to W. D. Hogg, 17th June 1886 to 28th December 1921—*continued.*

E. M. Howland.
 Toronto May 6th, 1902.

Toronto, June 10th, 1902.

Received from W. D. Hogg, Esq., K.C. \$153.73 Marshall & Fudge \$90.00
 John McDougald \$63.73.
 Elizabeth M. Howland.

\$35.00.

10

Received from W. D. Hogg the sum of Thirty-five dollars in full of interest
 on Mtge. of R. C. Douglas up to 1st Nov. 1902.
 E. M. Howland.

Received from W. D. Hogg, K.C. \$109.33. \$39.00 on the O'Toole Mortgage,
 \$33.33 on the Mrs. Armstrong Mortgage, \$30.00 on the Patterson
 Mortgage and \$7.00 on the Hyland Mortgage.

Toronto, Nov. 4th, 1902.
 E. M. Howland.

Toronto, Dec. 5th, 1902.

Received from W. D. Hogg, K.C. \$90.25 interest on Marshall & Fudge 20
 mortgage.
 E. M. Howland.

Dear Will :

Please let me know when you next write whose interest the \$35.00
 was which you gave me when you were up last or when I last saw you.
 I wish to enter it in my book.

Bessie.

Toronto, Dec. 17th, 1902.

Received from W. D. Hogg, Esq., K.C. \$48.00 $\frac{1}{2}$ yearly interest on the
 McAmmond & Martin Mortgages.

30

E. M. Howland.

\$96.88.

Received from W. D. Hogg, the sum of Ninety Six 88/100 in full interest
Re Jno. McDougald and Mrs. O'Reilly up to Dec. 1902 & Jany 1903
respectively.

Feb 4th, 1903.
E. M. Howland.

Toronto, Feb. 27th, 1903.

Received from W. D. Hogg, K.C. four hundred dollars \$400.00 the balance
of the Armstrong loan.

10 Elizabeth M. Howland.

Toronto, May 1st, 1903.

Received from W. D. Hogg, Esq., K.C., \$90.00 half yearly payment on
the Marshall & Fudge mortgage.

Elizabeth M. Howland.

Received from W. D. Hogg, K.C. cheque for \$41.25, Interest on the O'Toole
Mortgage & \$35.00 on the Douglas Mortgage.

Toronto, May 7th, 1903.
Elizabeth M. Howland.

Toronto, July 14th, 1903.

20 Received from W. D. Hogg, Esq. \$61.88 half yearly interest on John
McDougalds Mortgage.

E. M. Howland.

Received from W. D. Hogg, K.C. \$48.00 Interest on the McAmmond
Mortgage \$33.00 and on the Martin Mortgage \$15.00.

E. M. Howland.
Toronto, August 4th, 1903.

Exhibits.

7.
Bundle of
Receipts
from Lady
Howland
to W. D.
Hogg, 17th
June 1886
to 28th
December
1921—*con
tinued.*

Exhibits.	Received from W. D. Hogg, Esq., K.C. \$100.00 part principal money from The O'Toole Mortgage.	
7.		
Bundle of Receipts from Lady Howland to W. D. Hogg, 17th June 1886 to 28th December 1921—con- tinued.	\$15.00 ½ years interest Betts Mortgage. \$35.00 „ „ O'Reilly Mortgage.	
	E. M. Howland. Toronto, Oct. 20th, 1903.	

	Received from W. D. Hogg, Esq., K.C. \$125.00 interest on Fudge Mortgage \$90.00 and interest on Douglas Mortgage \$35.00.	
	E. M. Howland. Toronto, Nov. 25th, 1903.	10

	Welland House, St. Catharines. Jan. 6th, 1904.	
	Received from W. D. Hogg, Esq., K.C. \$61.88 interest on the John McDougald Mortgage.	
	E. M. Howland.	

	Welland House, St. Catharines. Jan. 16th, 1904.	
	Received from W. D. Hogg, K.C. \$35.00 half yearly interest on the O'Reilly Mortgage.	20
	E. M. HOWLAND.	

	Toronto, June 12th, 1904.	
	Received from W. D. Hogg, Esq., K.C. Interest on Mortgages—	
	McAmmond \$66.00	
	Martin 30.00	
	Douglas 35.00	
	Betts 15.00	
	Hyland 14.00	
	Elizabeth Howland.	30

	Penetang, Canada, Aug. 13th, 1904.	Exhibits. <hr/> 7.
Received from W. D. Hogg, Esq., K.C., \$111.88 half years interest on three mortgages. John McDougald's \$61.88, O'Reilly's \$35.00 and Betts \$15.00	E. M. Howland.	Bundle of Receipts from Lady Howland to W. D. Hogg, 17th June 1886 to 28th December 1921— <i>continued.</i>
<hr/>		
	Williamstown, Ont. Oct. 22, 1904.	
10 Received from W. D. Hogg, K.C., \$40.00 forty dollars. Interest on Mortgages.	E. M. Howland.	
<hr/>		
	Received from W. D. Hogg, K.C., \$90.00 ninety dollars, half years interest on the Marshall & Fudge Mortgage. Ottawa, Dec. 6th, 1904. E. M. Howland.	
<hr/>		
	Ottawa, Dec. 28th, 1904.	
Received from W. D. Hogg, K.C., \$61.88 sixty-one dollars & eighty-eight cents, half yearly interest on the McDougall Mortgage.	E. M. Howland.	
<hr/>		
	Jackson Springs, N.C., U.S.A. March 18th, 1905.	
20 Received from W. D. Hogg, Esq., K.C., \$76.00 in P.O. Orders. Interest on Mortgages Betts \$33.00, O'Reilly \$35.00, balance on Martin & McAmmond \$8.00.	Elizabeth M. Howland.	
<hr/>		

Exhibits.

7

Bundle of
Receipts
from Lady
Howland
to W. D.
Hogg, 17th
June 1886
to 28th
December
1921—con-
tinued.

St. Catharines.
Welland House.

May 13th, 1905.

Received from W. D. Hogg, K.C., \$88.45 interest on the three mortgages.

Capital Real Estate Comy.	\$46.45
Douglas Mortgage	35.00
Hyland „	7.00

E. M. Howland.

Welland House,
St. Catharines.

May 22, 1905.

Received from W. D. Hogg, K.C., the sum of two hundred dollars part of money from the sale of Dominion Coal Comy. stocks.

E. M. Howland.

10

The Welland,
St. Catharines,

June 26th, 1905.

Received from W. D. Hogg, Esq., \$48.00 interest on McAmmond Mortgage \$33.00 and \$15.00 on the Martin Mortgage.

E. M. Howland.

20

Toronto, July 22, 1905.

Received from W. D. Hogg, K.C., \$61.63 interest on the McDougald Mortgage.

E. M. Howland.

Huntsville
Muskoka, Ont.

August 18th, 1905.

Received from W. D. Hogg, Esq., K.C., Thirty-five dollars. Interest on the O'Reilly Mortgage for the half year.

E. M. Howland.

30

Toronto, Nov. 4th, 1905.

Received from W. D. Hogg, K.C., half yearly interest on the following mortgages—

Betts \$33.00 R. C. Douglas \$35.00
Capital Real Estate Comy. \$41.25
\$108.85 in all.

E. M. Howland.

Exhibits.

7.

Bundle of Receipts from Lady Howland to W. D. Hogg, 17th June 1886 to 28th December 1921—*continued.*

The Arlington Hotel,
Toronto, Nov. 17th, 1905.

10 Received from W. D. Hogg, K.C., one hundred & two dollars & 50c. interest on Fudge Mortgage \$90.00 Hyland \$7.00 and \$5.50 difference in amount paid on interest on Capital Real Estate Comy. mortgage.

Elizabeth M. Howland.

Arlington Hotel,
Toronto, Jan. 17th, 1906.

Received from W. D. Hogg, Esq., K.C. \$109.88 interest for half year on John McDougald's mortgage \$61.88—McAmmonds \$33.00 and Martin's \$15.00.

Elizabeth M. Howland.

Pinehurst, Mar. 14th, 1906.

20 Received from W. D. Hogg, K.C. 82.50 interest on O'Reilly Mortgage \$35.00 and interest on Capital Real Estate Comy \$47.50.

Elizabeth Howland.

Received from W. D. Hogg, K.C., eighty one dollars—half yearly interest on the McAmmond Mortgage \$33.00 Martin \$15.00 and Betts \$33.00.

E. M. Howland

April 29th, 1906.

Welland House, St. Catharines, June 16th, 1906.

30 Received from W. D. Hogg, K.C. \$200.00 made up of half years interest on R. C. Douglas \$35.00 Capital Real Estate \$46.75 Hyland \$7.00 Marshall & Fudge \$90.00 second mortgage Real Estate \$22.00.

E. M. Howland.

Exhibits.

7.
 Bundle of
 Receipts
 from Lady
 Howland
 to W. D.
 Hogg, 17th
 June 1886
 to 28th
 December
 1921—con-
 tinued.

St. Catharines, July 3, 1906.

Received from W. D. Hogg, K.C., \$61.88 interest on Mr. John McDougald's
 Mortgage.
 E. M. Howland.

Received from W. D. Hogg, Esq., K.C. \$125.00 interest on the O'Reilly
 and Fudge Mortgages.

E. M. Howland
 Toronto, Jan. 26th, 1907.

The St. Charles Atlantic City, N.J.,
 Newlin Haines.

10

April 15th, 1907.

Received from W. D. Hogg, Esq., K.C., the sum of \$158.00 $\frac{1}{2}$ yearly interest
 on Fudge Mortgage \$90.00

Betts	„	33.00
O'Reilly	„	35.00

Elizabeth M. Howland.

The Welland, St. Catharines, Ont.

June 6th, 1907.

Received from W. D. Hogg, Esq., K.C.

Interest $\frac{1}{2}$ year on Douglas Mortgage	\$35.00	20
„ „ „ Capital Real Est. Mortgage	46.75	

E. M. Howland.

The Welland,
 St. Catharines, Ont.

June 10th, 1907.

Received from W. D. Hogg, Esq., K.C. \$89.70 $\frac{1}{2}$ yearly interest on Marshal
 & Fudge Mortgage.

E. M. Howland.

“Bellvidere,”
 Parry Sound.

30

July 12th, 1907.

Received from W. D. Hogg, Esq. \$99.90.

E. M. Howland.

The Welland,
St. Catharines, Ont.

April 3, 1908.

Received cheque (from the Courts) through W. D. Hogg, K.C., for the amount of \$209.25 principal and interest on the Hyland Mortgage. Elizabeth M. Howland.

Exhibits.

7.

Bundle of Receipts from Lady Howland to W. D. Hogg, 17th June 1886 to 28th December 1921—*continued.*

Received from W. D. Hogg, K.C. \$141.75 Capital Real Estate \$46.75 second mortgage Capital R. Estate \$47.00, \$33.00 McAmmond, \$15.00 Martin.

10 E. M. Howland
St. Catharines, Ont.
May 23, 1908.

The Welland,
St. Catharines, Ontario.

June 18th, 1908.

Received from W. D. Hogg, K.C. Thirty three dollars half yearly interest on the Bett Mortgage.

E. M. Howland.

The Arlington Hotel, Toronto.

20 Received from W. D. Hogg, Esq., K.C. Interest on Higman Mortgage \$90.00 and O'Reilly's Mortgage \$42.00.

Toronto, Sept. 11th, 1908.

E. M. Howland.

The Arlington Hotel,
Toronto, Sep. 24th, 1908.

Received from W. D. Hogg, Esq., K.C. \$633.00, balance from Mortgage discharged.

E. M. Howland.

The Welland,
St. Catharines, Ont.

Nov. 2nd, 1908.

30

Received from W. D. Hogg, K.C. Cheque for \$94.75 half yearly interest on Capital Real Estate McAmmond Martin Mortgages.

E. M. Howland.

Exhibits. Received from W. D. Hogg, Esq., K.C., ninety dollars half years interest on
 the Fudge Mortgage from the 1st of Nov. 1907 to May 1908.
 7. E. M. Howland Jamaica Plain, Boston,
 Bundle of Receipts from Lady Howland to W. D. Hogg, 17th June 1886 to 28th December 1921—*con-
 tinued.* Dec. 7th, 1908.

268 Chestnut Ave.,
 Jamaica Plain, Boston.
 Jan. 23rd, 1909.

Received from W. D. Hogg, Esq., K.C., \$132.00 half years interest on the
 Fudge Mortgage \$90.00 and O'Reilly \$42.00.
 E. M. Howland. 10

Washington, D.C.
 Feb. 23rd, 1909.

Received from W. D. Hogg, Esq., K.C. Ottawa, Express Orders for \$90.00
 being $\frac{1}{2}$ years interest just due on the Higman Mortgage.
 Elizabeth M. Howland.

2006 G. Street, Washington D.C.
 April 23rd, 1909.

Received from W. D. Hogg, Esq., K.C. Interest on Cap. Real Estate
 \$1,800.00 Mortgage to Sept. 14th, 1908. Interest \$49.50 received
 on same date. Interest on Cap. Real Estate Mtg. \$1,700.00—\$46.75 20
 on same date. Interest on Betts Mtg. paid to date \$33.00.
 Elizabeth M. Howland.

208 Chestnut Avenue,
 Jamaica Plain, Boston,
 June 7th, 1909.

Received from W. D. Hogg, K.C., the half yearly interest \$90.00 on the
 Fudge Mortgage.
 E. M. Howland.

Minnicoganashene,
Penetanguishene P.O., Ontario, Canada.

July 10th, 1909.

Received from W. D. Hogg, Esq., K.C., half yearly interest on Mortgages—

Cap. Real Estate	49.50
McAmmond	33.00
Martin	15.00
O'Reilly	42.00

E. M. Howland.

Exhibits.
7.
Bundle of
Receipts
from Lady
Howland
to W. D.
Hogg, 17th
June 1886
to 28th
December
1921—con-
tinued.

10

The Welland,
St. Catharines, Ont.

Sept. 6th, 1909.

Received from W. D. Hogg, K.C., \$90.00 half yearly interest on the
Higman Mortgage up to Aug. 1st, 1909.

Elizabeth M. Howland.

Welland House,
St. Catharines,
Nov. 4th, 1909.

Received from W. D. Hogg, Esq., K.C., the half yearly interest on Marshall &

20	Fudge Mtge.	\$90.00
	Betts Mtge. \$1700.	33.00
	Capital Real Estate Mtg.	46.75

Elizabeth M. Howland.

221 Somerset St., Ottawa,

Dec. 1st, 1909.

Received from W. D. Hogg, K.C. \$49.50 half years interest on \$1800.00
mortgage Capital Real Estate.

Elizabeth M. Howland.

Ottawa,

Dec. 14th, 1909.

30

Received from W. D. Hogg, K.C. \$48.00 Interest on McAmmond \$33.00
and Martin \$15.00 mortgages.

E. M. Howland.

Exhibits.

7.
 Bundle of
 Receipts
 from Lady
 Howland
 to W. D.
 Hogg, 17th
 June 1886
 to 28th
 December
 1921—con-
 tinued.

17 Lakeville Place,
 Jamaica Plain, Boston,

Jan. 22, 1910.

Received from W. D. Hogg, K.C. \$42.00 interest on the O'Reilly mortgage.
 E. M. Howland.

Southern Pines, N.C.,

Mar. 15th, 1910.

Received from W. D. Hogg, K.C. \$90.00 half yearly payment on the
 Higman Mortgage.

E. M. Howland,

Mar. 15th, 1910.

10

Received from W. D. Hogg, K.C., \$38.35 last interest on the Bett Mortgage
 which was paid on the 4th of April.

E. M. Howland.

Washington, D.C., U.S.A.

April 10th, 1910.

The Welland,
 St. Catharines, Ont.

May 20th, 1910.

Received from W. D. Hogg, K.C. \$102.50 the half yearly interest of Capital
 Real Estate Martin and McAmmond Mortgages to date.

E. M. Howland.

20

The Welland,
 St. Catharines, Ont.

June 27th, 1910.

Received from W. D. Hogg, Esq., K.C. \$90.00 half yearly interest on the
 Marshall and Fudge Mortgage.

E. M. Howland.

Minnicoganashene,
 Penetanguishene P.O. Ottawa, Canada.

July 25th, 1910.

Received from W. D. Hogg, K.C., half yearly interest on the Becharman
 Mtge. \$36.00 and the last payment of interest on the O'Reilly Mortgage
 \$56.00.

E. M. Howland.

25th of July, 1910.

30

The Welland,
St. Catharines, Ont.
September 21st, 1910.

Exhibits.

7.

Received from W. D. Hogg, Esq., K.C. \$117.00 half yearly interest on the
Higman's Mortgage \$90.00 and half yearly interest on Kelly's \$27.00.
E. M. Howland.

Bundle of
Receipts
from Lady
Howland
to W. D.
Hogg, 17th
June 1886
to 28th
December
1921—con-
tinued.

Received from W. D. Hogg, K.C., seventy five \$75.00 half yearly interest
on Wolfe Shenkman Mortgage.

Ottawa, November 3rd, 1910.

10 E. M. Howland.

Received from W. D. Hogg, Esq., K.C., \$90.00 half yearly interest on the
Fudge Mortgage and \$49.50 half yearly payment on the Real Estate
Mortgage.

Ottawa, Nov. 28th, 1910.

Elizabeth M. Howland.

June 5th, 1911.

Received from W. D. Hogg, K.C., \$124.00 interest on mortgages Fudge
\$90.00, Kelly \$27.00, Larocque \$7.00.

St. Catharines.

20 E. M. Howland.

Received from	W. D. Hogg, K.C.,	\$133.50	half yearly interest on
	Cap. Real Estate		49.50
	Becharman		36.00
	Martin		15.00
	McAmmond		33.00

E. M. Howland,

64 Rosemount Ave.,
Montreal,

July 5th, 1911.

30 Received from W. D. Hogg, K.C. \$75.00 interest on Shenkman's mortgage
up to the 30th of April, 1911.

Welland House,
St. Catharines,
Oct. 15th, 1911.

E. M. Howland.

Exhibits.	Received from W. D. Hogg, K.C. \$90.00 half yearly interest on the Higman Mortgage up to the 15th of Aug. 1911.		
7. Bundle of Receipts from Lady Howland to W. D. Hogg, 17th June 1886 to 28th December 1921— <i>continued.</i>	E. M. Howland.		
		Oct. 21st, 1911. Welland House.	
		The Welland, St. Catharines, Ont. Dec. 1st, 1911.	
	Received from W. D. Hogg, K.C., \$124.50 half yearly interest on Capital Real Estate Comy.	\$49.50	10
	McAmmond	33.00	
	Martin	15.00	
	Kelly	27.00	
	E. M. Howland.		
		The Welland, St. Catharines, Ont.	
	Received from W. D. Hogg, K.C., \$75.00 half yearly payment on the Shenkman Mtg.		
	E. M. Howland.	Dec. 30th, 1911.	20
		Welland House, St. Catharines.	
	Received from W. D. Hogg, K.C., \$90.00 last payment on Higman Mortgage. Paid in full \$90.00.		
	E. M. Howland.	Feb. 14th, 1912.	
		Feb. 15th, 1912.	
	Received from W. D. Hogg, K.C., \$114.00 half yearly payment on Mortgages—		
	Becherman	\$36.00	30
	Kelly	27.00	
	Campbell	24.00	
	Vaillancourt	27.00	
	E. M. Howland.		

		Washington, April 27, 1912.	Exhibits.
	Received from W. D. Hogg, K.C.		7.
	Kelly $\frac{1}{2}$ years interest	\$27.00	Bundle of
	J.P. Band „ „	30.00	Receipts
	Also on the account of Agnes	28.00	from Lady
	E. M. Howland.	_____	Howland
		Chester, N.S.	to W. D.
	Received from W. D. Hogg, K.C., Interest for the 1/2 year on Mtgs.—		Hogg, 17th
	Capital Real Estate	\$49.50	June 1886
10	Mrs. Bechaman	36.00	to 28th
	McAmmond	33.00	December
	J. Martin	15.00	1921—con-
		June 15th, 1912.	tinued.
	E. M. Howland.	_____	
		The Welland,	
		St. Catharines, Ont.	
		Oct. 11th, 1912.	
	Received from W. D. Hogg, Esq., K.C. \$69.25 Interest on Bands Mtge.		
	and Kellys Mtge. for the half year.		
20	E. M. Howland.	_____	
		Welland House,	
		St. Catharines,	
		Nov. 8th, 1912.	
	Received from W. D. Hogg, K.C., \$54.00 interest on Mr. Coats Mortgage.		
	E. M. Howland.	_____	
	Received \$36.00 interest on the Coats Mortgage.		
		Nov. 19th, 1912.	
	E. M. Howland.	_____	
		Welland House,	
30		St. Catharines,	
		Nov. 21, 1912.	
	Received \$36.00 from W. D. Hogg, K.C.		
	E. M. Howland.	_____	

Exhibits.

7.

Bundle of
Receipts
from Lady
Howland
to W. D.
Hogg, 17th
June 1886
to 28th
December
1921—*con-
tinued.*

Welland House,
St. Catharines,
Dec. 10th, 1912.

Received from W. D. Hogg, K.C., cheque for \$1,000.00 payed up mortgage
of J. P. Band.

E. M. Howland.

Received from W. D. Hogg, K.C., \$48.00 interest the McAmmond and
Martin Mortgages up to date.

Welland House,
St. Catharines,
Dec. 10th, 1912.

10

Toronto, Jan. 21st, 1913.

Received from W. D. Hogg, K.C., Interest on Capital Real Estate & Mrs.
Bechaman Mtgs. \$85.50.

E. M. Howland.

Received from W. D. Hogg, K.C., one hundred & eighty nine dollars

Vaillancourt	27.50
Shenkman	75.00
Kelly	27.00
Clairoux	60.00

20

Received

" Welland House,
St. Catharines,
March 3rd, 1913.

E. M. Howland.

Received from W. D. Hogg, Q.C. Interest on Coats Mortgage \$54.00 and
on Dumais 36.00.

May 28th, 1913.

" Welland House,
St. Catharines.

30

E. M. Howland.

Welland House,
St. Catharines.
June 12th, 1913.

Exhibits.

7.

Bundle of
Receipts
from Lady
Howland
to W. D.
Hogg, 17th
June 1886
to 28th
December
1921—*con-
tinued.*

Received from W. D. Hogg, K.C., half yearly interest on Mortgages

Capital Real Estate	49.50
Larocque	29.00
Martin	15.00
McAmmond	33.00

E. M. Howland.

10

The Welland,
St. Catharines, Ont.
Sep. 25th, 1913.

Received from W. D. Hogg, K.C., Interest on Mortgages.

Shenkman	\$75.00
Clairoux	60.00
Becharman	36.00
Campbell	24.00
Kelly	27.00
Coats	54.00

20 E. M. Howland.

Received from W. D. Hogg, K.C. \$163.00 Interest for half year on these mortgages—

Vaillancourt	\$27.00
Dumais	36.00
Cap. Real Estate	52.00
Martin	15.00
McAmmond	33.00
	<hr/> 163.00

Dec. 18th, 1913.

30 Also interest on Mortgages of

D. L. Campbell	24.00
Mrs. Becharman	36.00
on Feb. 12th, 1913	60.00

E. M. Howland.

Received from W. D. Hogg, K.C., Sixty dollars, half yearly interest on Clairoux Mortgage.

Also received same date, Seventy five \$75.00 interest on Shenkman Mtg.

St. Catharines,
Feb. 25th, 1914.

40

E. M. Howland.

Exhibits.	Received from W. D. Hogg, K.C.		
7.	Interest on Martin Mortgage	\$15.00	
Bundle of	McAmmond	33.00	
Receipts	Capital Real Estate	52.00	
from Lady	Sam Kelly	27.00	
Howland			
to W. D.	June 10th, 1914.		
Hogg, 17th	E. M. Howland.		
June 1886			
to 28th			
December	August 17th/14.		
1921—con-	Received from W. D. Hogg, K.C. Interest on Mortgages		
tinued.	Becharmans	36.00	11
	Shenkman	75.00	
	Elizabeth M. Howland.		
	The Welland,		
	St. Catharines, Ont.		
	Received from W. D. Hogg \$111.00 Interest on Shenkman and Becharman		
	Mtgs.		
	Feb. 19th, 1915.		
	E. M. Howland.		
	Received from W. D. Hogg, K.C., cheque for \$111.00. The interest for		
	6 months on—		20
	Clairoux	\$60.00	
	Kelly	27.00	
	Campbell	24.00	
		April 19th, 1915.	
	E. M. Howland.		
	Received from W. D. Hogg, K.C.:		
	Dumais	\$36.00	
	Campbell	24.00	
	Beckman	42.00	
	McAmmond	33.00	30
	Martin	15.00	
	Elizabeth M. Howland,		
	Parry Sound.		
	July 16th, 1915.		

	The Welland, St. Catharines, Ont. Jan. 21st/16.	Exhibits. 7.
	Received from W. D. Hogg, K.C., Interest on Mortgages in City of Ottawa.	Bundle of Receipts from Lady Howland to W. D. Hogg, 17th June 1886 to 28th December 1921— <i>continued.</i>
	Kelly \$27.00 Vaillancourt 27.00 Becharman 42.00 Capital Real Est. 54.00	
	E. M. Howland.	
10	March 23rd/16. St. Catharines.	
	Received from W. D. Hogg, interest on the Shenkman Mortgage \$75.00 & Clairoux Mtg. \$30.00.	
	E. M. Howland.	
	The Welland, St. Catharines, Ont. June 14th, 1916.	
	Received from W. D. Hogg, K.C., \$122.00 Interest on Mortgages Capital Real Estate \$54.00 Dumais — 36.00	
20	Balance—Clairoux Mtge. 32.00	
	Elizabeth M. Howland.	
	The Welland, St. Catharines, Ont. July 5th, 1916.	
	Received from W. D. Hogg, K.C., Interest.	
	Campbell 48.00 Becharman 42.00 Vaillancourt 13.00	
	E. M. Howland.	
30	The Welland, St. Catharines, Ont.	
	Received from W. D. Hogg, Esq., Interest on three mortgages—	
	Shenkman \$75.00 Vaillancourt 13.50 Clairoux 60.00	
	St. Catharines, Sep. 24th, 1916.	
	E. M. Howland.	

Exhibits. — Bundle of Receipts from Lady Howland to W. D. Hogg, 17th June 1886 to 28th December 1921— <i>con- tinued.</i>	26th Dec. 1916. Received from W. D. Hogg, K.C., Dec. 25th, 1916		
	Capital Real Estate	\$54.00	
	Dumais Mortgage	36.00	
	E. M. Howland.		
			The Welland, St. Catharines, Ont. Feb. 24, 1917.
	Received from W. D. Hogg, K.C. Interest.		
	Shenkman	\$75.00	10
	McAmmond	33.00	
	Martin	15.00	
	E. M. Howland.		
			The Welland, St. Catharines, Ont. March 21st, 17.
	Received from W. D. Hogg, K.C., Interest on Mortgs.		
	Mrs. Bechaman	\$42.00	
	Part of Clairoux Interest	20.00	
	E. M. Howland.		20
			The Welland, St. Catharines, Ont. July 9th/17.
	Received from W. D. Hogg, Q.C., Interest on Mortgages.	\$165.50.	
	Dumas	\$36.00	
	Clairoux	20.00	
	Becharman	42.00	
	Capital Real Estate	54.00	
	Vaillancourt	13.50	
	E. M. Howland.		30
			The Welland, St. Catharines, Ont.
	Received from W. D. Hogg, Q.C., Interest on		
	Shenkman Mortgage	\$123.14	
	Beechman	42.00	
	Cap. Real Estate	20.00	
	E. M. Howland.		Feb. 4th, 1918.

	Cheque.	Ottawa, Ont. April 30th, 1918.	Exhibits.
		The Northern Crown Bank.	7.
		Pay Lady E. M. Howland (St. Catharines) or bearer	Bundle of
		One Hundred Dollars.	Receipts
		HOGG & HOGG.	from Lady
		_____	Howland
			to W. D.
			Hogg, 17th
	Received from W. D. Hogg, Esq. Interest on Shenkman \$75.00, Balance of	Interest Clairoux \$20.00, Bechman \$42.00.	June 1886
			to 28th
		July 15th, 1918.	December
	E. M. Howland.	_____	1921—con-
			tinued.
10		(Correction not in Lady Howland's handwriting.)	
		The Welland,	
		St. Catharines, Ont.	
		Nov. 15th, 1894—1918.	
	Received from W. D. Hogg, Esq., Barrister, the interest on three mort-		
	gages—		
		Dumas \$36.00	
		Clairoux 60.00	
		Vaillancourt 27.00	
	E. M. Howland.	_____	
20		Dec. 31st, 1918.	
	Received from W. D. Hogg, Esq., Interest on two Mortgages		
		Shenkman \$75.00	
		Dan O'Connor 48.00	
	E. M. Howland.	_____	
	Cheque No. 5289	Ottawa, Ont. March 29th, 1921.	
		La Banque Nationale.	
		Pay The Canadian Bank of Commerce, or Bearer.	
		One hundred and fifty dollars.	
	\$150.00	HOGG & HOGG.	
30	Lady Howland.	_____	
	Cheque No. 5454.	Ottawa, Ont., Dec. 28th, 1921.	
		La Banque Nationale.	
		Pay The Canadian Bank of Commerce, or bearer	
		Two hundred and thirty one 83/100 dollars.	
	\$231.83	HOGG & HOGG.	
	Lady Howland.	_____	

Exhibits. The following typed copy of letter and 4 cheques were put in as Exhibit 44
 ——— but not marked, and so were attached to Exhibit 7 for convenience.

44.

Aug. 2nd, 1902.

Four
cheques and
letter, 2nd
August 1902
to 22nd
June 1921—
continued.

Dear Sir,

Lady Howland who is at present absent from Toronto requested me to deposit to her credit some money which is in my hands for her. I enclose my firm's cheque for \$664.88. Would you kindly place this to her credit and acknowledge receipt of same and oblige.

Yours very truly,

(Sgd.) W. D. Hogg. 10

The Manager,
Canadian Bank of Commerce,
King Street,
Toronto.

Cheque No. 4145.

Ottawa, Ont. March 5th, 1919.

La Banque Nationale.

Pay Lady E. M. Howland, or bearer
One hundred and Eight dollars.

\$108.00

HOGG & HOGG.

Cheque No. 4384.

Ottawa, Ont. June 20th, 1919. 20

La Banque Nationale.

Pay Mes. Beament & Armstrong
Two thousand and ninety eight 39/100 dollars.

\$2098.39

HOGG & HOGG.

Cheque No. 476.

Ottawa, June 22nd, 1921.

La Banque Nationale.

Pay to R. Stewart, Son & Cunningham Ltd. or order
Five 75/100 dollars.

(Premium Atlas Policy 8247666)
(Lady Eliz. Howland).

HOGG & HOGG. 30

Cheque No. 5342.

Ottawa, Ont. June 1st, 1921.

Exhibits.

La Banque Nationale.

Pay The Canadian Bank of Commerce
(St. Catharines, Ont.) or bearer
One hundred and Eighty-four 89/100 dollars.

\$184.89.

HOGG & HOGG.

44.

Four
cheques and
letter, 2nd
August 1902
to 22nd
June 1921—
continued.

15.—Order of Middleton, J.A. appointing Toronto General Trusts Corporation
Committee of the Estate of Lady Howland and Mrs. Lindsay
and Mrs. McDougald Committee of her person.

10

IN THE SUPREME COURT OF ONTARIO.

The HONOURABLE MR. JUSTICE MIDDLETON in Chambers.

Thursday the 6th day of October, A.D. 1922.

IN THE MATTER OF LADY ELIZABETH MARY HOWLAND
AND IN THE MATTER OF THE LUNACY ACT.

20

Upon the petition and application of Cora Lindsay of the City of Toronto in the County of York, Widow, presented this day, upon hearing read the said petition and the affidavits of Cora Lindsay, William J. MacDonald, A. G. Ludwig, A. H. Malcolmson, M. L. Hick, Jessie Currie and M. A. Seymour, and upon hearing what was alleged by the Solicitor for the said Petitioner, and also the solicitor for Bessie Campbell and Annie B. McDougald.

1. IT IS HEREBY DECLARED that the said Lady Elizabeth Mary Howland on account of her age and mental and physical infirmity is incapable of managing her own affairs, and should be placed under the custody of a guardian as to her person.

30

2. AND IT IS HEREBY ORDERED that the Toronto General Trusts Corporation be and is hereby appointed Committee of the Estate of Lady Elizabeth Mary Howland and that Cora Lindsay and Annie B. McDougald both of the City of Toronto in the County of York, be and are hereby appointed Committee of the person of the said Lady Elizabeth Mary Howland.

3. AND IT IS FURTHER ORDERED that the said Committee the Toronto General Trusts Corporation do, if required, make a just and true account before the Local Master at St. Catharines of all their dealings with the said Estate.

4. AND IT IS FURTHER ORDERED that the said Committee do have full power and authority to deal with the assets of the said Estate

15.

Order of
Middleton,
J.A.
appointing
Toronto
General
Trusts
Corporation
Committee
of the estate
of Lady
Howland
and Mrs.
Lindsay and
Mrs. Mc-
Dougald
Committee
of her per-
son, 6th
October
1922.

15.
Order of
Middleton,
J.A.
appointing
Toronto
General
Trusts
Corporation
Committee
of the estate
of Lady
Howland
and Mrs.
Lindsay and
Mrs. Mc-
Dougald
Committee
of her per-
son, 6th
October
1922—con-
tinued.

Bank state-
ment of
Lady How-
land's
current
account
(deposits
only), 1st
January
1917 to
27th June
1923.

for the purpose of collecting in monies from time to time and making all necessary payments that may be required, and that they be permitted to invest from time to time such funds as there may be belonging to the estate in such securities as are permitted by law to trust funds.

5. AND IT IS FURTHER ORDERED that they shall be entitled on bringing in their accounts before the Local Master at St. Catharines to be paid such fees as to the Local Master shall seem proper for all services rendered for and on behalf of said estate.

6. AND IT IS FURTHER ORDERED that the costs of the said Petition and application in this matter and of this motion be taxed as between Solicitor and Client and paid out of the estate of the said Lady Elizabeth Mary Howland forthwith. 10

S. C. C. C.

Re Estate LADY HOWLAND and W. D. HOGG.

Bank Statement of Lady Howland's current account (deposits only).

LADY ELIZABETH HOWLAND. THE CANADIAN BANK OF COMMERCE,
St. Catharines, Ont.

Copy of Current Account deposits from Jan. 1st, 1917 to June 27th, 1921.

1917	January	3rd fwd.	426.36	1919	July	16	300.00	
		17	300.00		Oct.	1	150.00	20
	March	21	123.00	1920	Jan.	2	225.00	
		24	62.00			20	275.00	
	April	3	150.00			28	122.76	
		10	35.00		Apr.	1	168.75	
	July	3	150.00		May	15	165.00	
		6	165.50		July	2	168.75	
	Aug.	25	300.00			9	275.00	
	Oct.	2	150.00		Oct.	1	168.75	
	Dec.	4	142.00	1921	Jan.	3	168.75	
1918	Jan.	2	150.00			12	275.00	30
		21	300.00			20	177.86	
	Apr.	2	150.00		Mar.	31	150.00	
	May	11	75.00		Apr.	2	168.75	
	June	11	75.00		June	4	184.44	
	July	2	50.00					
		2	150.00				\$8,031.07	
		16	300.00				Less as above	128.90
	Oct.	1	150.00					\$7,902.17
		9	100.00					40
	Nov.	15	123.00					
1919	Jan.	2	150.00					
		13	123.00					
		15	300.00					
	Mar.	20	58.00					
	Apr.	1	150.00					
	July	2	150.00					
		14	200.50					

"Certified correct" from the Canadian Bank
of Commerce, St. Catharines, Ont.
"A. W. Inglis,"
Manager.

SAVINGS ACCOUNT.

					Exhibits.	
1916	Transfer from C/A	1,000.00	1922	Deposit Jan. 4th	180.00	Bank state- ment of Lady How- land's current account (deposits only), 1st January 1917 to 27th June 1923—con- tinued.
	Interest	7.50		" " 6th	275.00	
	"	15.10		" Apr. 3rd	180.00	
1917	"	15.32		Interest	29.77	
	"	15.55		Can. Perm. July 3rd	180.00	
8	"	15.79		Conf. Life July 7th	275.00	
	"	16.03		Can. Perm. Oct. 2nd	180.00	
9	"	16.27		Interest	24.17	
10	"	16.51	1923	"	23.10	
20	"	16.77		"	23.44	
	"	17.01			<hr/>	
21	"	17.26			4,521.79	
	Tfr. from Current	877.29			<hr/>	
	Deposit July 2nd	168.75		Certified Correct from The Canadian Bank of		
	" " 6th	275.00		Commerce, St. Catharines, Ont.		
	" Sept. 11th	225.00		" A. W. Inglis,"		
	Can. Perm. Oct. 3rd	180.00		Manager.		
	Interest	24.33				
20	Hogg and Hogg Dec. 29	231.83				

In the Privy Council.

No. 56 of 1929.

*On Appeal from the Appellate Division of the
Supreme Court of Ontario.*

BETWEEN

ELIZABETH BETHUNE CAMPBELL

(Defendant) Appellant

AND

W. D. HOGG AND THE TORONTO GENERAL
TRUSTS CORPORATION

(Plaintiffs) Respondents.

RECORD OF PROCEEDINGS.

APPELLANT IN PERSON.

BISCHOFF, COXE, BISCHOFF & THOMPSON,

4, Great Winchester Street,

E.C.2.

For Respondent W. D. Hogg.

BLAKE & REDDEN,

17, Victoria Street,

S.W.1.

For Respondents The Toronto General Trusts Corporation.