terms of the conditions are complied with; and, when that is once accomplished, the purpose and scope of the condition is spent, and the agreement in its entirety remains unaffected by it.

It is unnecessary to review the numerous cases which establish that parol evidence is admissible to prove a condition subject to which a written agreement has been entered into, and upon the fulfilment of which the performance of the written agreement is to depend. . . .

[Reference to Pym v. Campbell, 6 E. & B. 370, 374; Commercial Bank of Windsor v. Morrison, 32 S.C.R. 98; Wallace v. Littell, 31 L.J.N.S. C.P. 100, 102; Murray v. Earl of Stair, 2 B. & C. 82; Latch v. Wedlake, 11 A. & E. 965; Evans v. Bremridge, 8 De G. M. & G. 100; Davis v. Jones, 17 C.B. 625; Kidner v. Keith, 15 C.B.N.S. 43; Lindley v. Lacey, 34 L.J.N.S. C.P. 7; Clever v. Kirkman, 33 L.T.R. 672; Pattle v. Hornibrook, [1897] 1 Ch. 25; Trench v. Doran, 20 L.R. Ir. 338; Fitzgerald v. McGowan, [1898] 2 I.R. 1; Choteau v. Sydam, 21 N.H. 179; Faunce v. State Mutual Co., 101 Mass. 279; McFarlane v. Sykes, 54 Conn. 250; Reynolds v. Robinson, 110 N.Y. 654; Lyons v. Stills, 97 Tenn. 514; Caudle v. Ford, 72 S.W. Repr. 270.]

Appeal dismissed with costs.

CLUTE, J., gave reasons in writing for the same conclusions; referring in addition to some of the cases cited by TEETZEL, J., to the following: Ontario Ladies College v. Kendry, 10 O.L.R. 324, 328; Leake on Contracts, 5th ed., pp. 124, 125; Henderson v. Arthur, [1907] 1 K.B. 10; Moore v. Campbell, 3 Ex. 323.

MEREDITH, C.J., dissented, for reasons stated in writing. He agreed with the trial Judge's finding that the defendants were bound by the undertaking of Webster, if it could be shewn; but he was of opinion that extrinsic evidence of the undertaking was not admissible because it contradicted the written agreement: Henderson v. Arthur, [1907] 1 K.B. 10.

FOXWELL v. KENNEDY—BRITTON, J., IN CHAMBERS—JAN. 23.

Pleading—Statement of Claim—Joinder of Causes of Action—Will—Executrix—Maintenance——Parties—Con. Rule 235.]—Appeal by the defendant James H. Kennedy from the order of the Master in Chambers, ante 565. BRITTON, J., said that, in order to avoid multiplicity of actions, the claim made by the