

to see you about my money. I wish him to have it to be put in the Merchants Bank at Tilbury in trust for me." Father Langlois said he wrote Coulter telling him what was contained in the order, and Coulter while in the box stated that he subsequently saw Thewes and told him of the receipt of the letter from Father Langlois, when Thewes replied, not to mind what the priest said. It is therefore apparent that at the time of this conversation the minds of both Coulter and Thewes were directed to the order given by Thewes as to the money which the latter alleged was in Coulter's possession, and to the demand he had directed Father Langlois to make.

There was no corroboration whatever of the defendant's statement as to his payment of the \$1,000 to Thewes, the learned Chancellor holding that the onus of proving that it had not been received by the deceased rested on the plaintiffs. With great respect, I think he erred in so holding. Without adverting to other facts appearing in evidence, I think those to which I have referred are sufficient to cast the onus upon the defendant of shewing that the money was paid over by him to Thewes.

The appeal must be allowed and the judgment directed to be entered for the defendant set aside, and judgment entered for the plaintiff for \$1,000, with interest from the 29th May, 1900, with costs, including the costs of this motion.

Davis & Healy, Windsor, solicitors for plaintiffs.

J. W. Hanna, Windsor, solicitor for defendant.

STREET, J.

MARCH 14TH, 1902.

TRIAL.

GURNEY v. TILDEN.

*Costs—Adding Defendants—Format Order.*

At the trial on 29th June last, the question was reserved as to the disposition of the costs of certain parties (other than the infant defendants), who were added as defendants after the adjournment of the trial on the 14th January previous.

STREET, J., held, after a perusal of the reporter's notes made at the trial, that it appeared that leave was given to the plaintiff to make all necessary amendments and bring