

necessarily evidence of any such contract. Inasmuch as the possession relied upon was capable of explanation without reference to the alleged agreement, parol evidence was inadmissible to shew the existence of such an agreement, and the statute was an effectual answer to the plaintiffs' claim. Appeal dismissed with costs. F. E. O'Flynn, for the plaintiffs. S. Masson, for the defendants.

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RE CARR—MIDDLETON, J.—JAN. 30.

*Lunatic—Foreign Domicile—Lands in Ontario—Terms of Order Declaring Lunacy.*]—Motion for an order declaring Mary Ann Carr a lunatic. MIDDLETON, J.:—Let an order issue reciting that the said Mary Ann Carr, domiciled and resident in the State of Michigan, has been duly found to be a person of unsound mind by the Courts of that State, and is now confined in the Asylum for the Insane at Pontiac, Michigan, under an order of the Probate Court for the County of Lapier, in that State, and that she is possessed of an interest in lands in Ontario, and that in her interest such lands should be sold. Declare lunacy in the ordinary way and refer to Master to appoint a committee and direct the committee to join in sale of lands, the sale being approved by the Master and the proceeds being paid into Court, subject to further order. Scheme for maintenance to be settled after notice to keeper of Asylum for the Insane at Pontiac. Frank McCarthy, for the applicant.

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MARTIN V. BECK MANUFACTURING CO.—DIVISIONAL COURT—  
JAN. 31.

*Contract—Timber—Measurement—Government Scalers.*]—Appeal by the defendants from the judgment of LATCHFORD, J., ante 219. The Court (MULOCK, C.J.Ex.D., CLUTE and SUTHERLAND, JJ.) dismissed the appeal with costs, but (by consent) varied the judgment by deducting from the amount awarded to the plaintiff the sum of \$8, the value of logs which were lost. F. E. Hodgins, K.C., for the defendants. W. A. Finlayson, for the plaintiff.