

whereby a *lis pendens* on property conveyed by the deceased to his wife, the defendant, in his lifetime, was vacated, on the defendant, as administratrix, paying \$300 into Court to abide further order.

F. C. Cooke, for plaintiff.

John MacGregor, for defendant.

THE MASTER:—The claim of the Snowball Waggon Company was admitted.

The plaintiff's claim was for the price of goods sold and delivered and on a promissory note. Only the latter claim was proved, and there was no sufficient corroboration of the claim for interest. Claim allowed at \$96.29 with costs of action on County Court scale.

Geralamy's claim was for \$115, of which \$80 was on a balance of account, \$32 on two promissory notes, and \$3.20 interest on the latter. Only \$1.50 of the open account was not barred by the Statute of Limitations. The running of the time under the statute was not stopped by the delivery of certain shingles by deceased to the creditor, since there had been no appropriation by the debtor to this account: *Ball v. Parker*, 1 A. R. 593; *Friend v. Young*, [1897] 2 Ch. 421, at pp. 432 et seq. Claim allowed at \$36.92 and witness fees.

Sutcliffe's claim was for building a house for the intestate. The claimant's acts, subsequent to the death of the intestate, had had the effect of releasing the estate, the present defendant having assumed the liability in her individual capacity. Claim dismissed with costs.

BOYD, C.

DECEMBER 18TH, 1902.

CHAMBERS.

RE NORRIS.

RE DROPE.

Lunatic — Committee — Funds in Hands of — Payment into Court — Reference—Report of Master—Revision of Costs.

Motions to confirm reports of local Masters at Goderich and Cobourg, respectively, settling schemes for the management of the estates of two lunatics.

C. Swabey and W. F. Kerr, Cobourg, for the respective applicants.