

the evidence, a summary of which will be found in the judgments, to warrant a finding that the plaintiff was not quite sane or did not understand what she was doing or that the deed was void for any of the other reasons given.

Per HOWELL, C.J.M., and PERDUE, J.A.:—The deed having been acted upon by both parties and not impeached by the plaintiff until after the lapse of ten years, it should not be set aside except upon the clearest proof that she was induced to sign it by some influence which made it not binding upon her and the delay was sufficiently excused. *Sibbering v. Balcarras*, 3 De.G. & Sm. 735, and *Allcard v. Skinner*, 36 Ch.D. 145, followed.

Per HOWELL, C.J.M.:—The statements which had been previously made by the plaintiff, under the circumstances set out in the judgment, to her husband and other persons, authenticated by her statutory declaration and by the recitals in the deed, that she had been previously married to and had cohabited with another man, tendered so strongly to prove that her marriage to the defendant was void, that the onus was thrown upon her to give some independent evidence that the former marriage was a fiction, and should not be held to be displaced merely by her oath at the trial that such statements were false.

*Maulson*, for plaintiff. *A. B. Hudson*, for defendant.

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Full Court.]

[Nov. 20.

GAS POWER AGE v. CENTRAL GARAGE CO.

*Pleading—Joinder of defendants—Joinder of cause of action arising out of tort with one arising out of contract.*

Appeal from decision of MACDONALD, J., noted ante, p. 707, dismissed with costs.

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Full Court.]

[Nov. 20.

WICKS v. MILLER.

*Evidence—Parol agreement superseded by written contract—Implied obligation—Expressum facit cessare tacitum—Parol evidence to contradict written document—Formal release of all claims of plaintiff.*

*Held*, 1. Evidence should not be allowed to prove the terms of a verbal agreement between the parties, when they subse-