

to it was an instrument of the same date under seal, executed by defendants, reciting "the mortgage, and that the terms of payment were set forth therein for convenience of registry, and "this indenture is executed for the purpose of evidencing the true agreement between the parties, which is hereinafter stated." The terms of payment were then stated, differing from those in the registered mortgage; and defendants covenanted to insure the vessel for \$1,400, and assign the policy to plaintiff. The alleged warranty was verbal, and was not made out at the time of executing the writings, but defendants swore that they would not have bought without the warranty, and would not otherwise have given over one-third of the price for a vessel which could not be insured.

Held, that evidence of the verbal warranty was admissible: that it did not vary or alter the writings; and that the declaration that the instrument was made to evidence the true agreement referred merely to the terms of payment. *LaRoche v. O'Hagan et al.*, 300.

See PRINCIPAL AND SURETY, 2.

SLANDER.

See DEFAMATION, 1, 2.

SPECIFIC PERFORMANCE.

See INFANTS.

STATUTES.

26 Geo. II. ch. 6, sec. 1.]—*See* WILL, 3.

12 Vic. ch. 81, sec. 201, Schéd. B. 4.]—*See* WAYS, 1.

14 & 15 Vic. ch. 5, sec. 11.]—*See* WAYS, 1.

32-33 Vic. ch. 20, sec. 25, (D).]—*See* EVIDENCE, 3.

32-33 Vic. ch. 31, secs. 59, 71, (D).]—*See* CONVICTION.

32-33 Vic. ch. 31, sec. 25, (D).]—*See* TEMPERANCE ACT, 1878.

R. S. O. ch. 5, sec. 10.]—*See* WAYS, 1.

R. S. O. ch. 108, secs. 15, 19.]—*See* ESTATE.

R. S. O. ch. 109, sec. 2.]—*See* HUSBAND AND WIFE.

R. S. O. ch. 174, sec. 53.]—*See* MUNICIPAL CORPORATIONS, 4.

R. S. O. ch. 174, sec. 415.]—*See* MUNICIPAL CORPORATIONS, 5.

R. S. O. ch. 180, sec. 213.]—*See* MUNICIPAL CORPORATIONS, 5.

R. S. O. ch. 204, sec. 221.]—*See* MUNICIPAL CORPORATIONS, 3.

42 Vic. ch. 31, sec. 23, (O).]—*See* MUNICIPAL CORPORATIONS, 5.

STATUTE OF FRAUDS.

See SALE OF LAND, 1.

STATUTE OF LIMITATIONS.

See LIMITATIONS OF ACTIONS AND SUITS.

STAYING PROCEEDINGS.

See REPLEVIN.

SUBROGATION.

See INSURANCE, 2.