contents of such document cannot be contradicted, altered, added to or varied by parol or extrinsic evidence. *Uihlein v. Matthews*, 172 N. Y. 495; *Pike v. McIntosh*, 167 Mass. 309. Such evidence may, however, be admitted when the terms of the contract are ambiguous. *Burton v. O'Neill Mfg. Co.*, 126 Ga. 805; *Hunt v. Gray*, 76 Ia. 268. Also admissible to supply terms as to which a contract is silent, but which are in accordance with previous undisputed custom between the parties. *Texas & P. Ry. Co. v. Coggin & Dunaway*, 99 S. W. 1052 (Tex.). But, courts of equity grant relief in cases of fraud and mistake by carrying the intention of the parties into execution where the written agreement fails to express that intention. *Hunt v. Rousmanier*, 8 Wheat. 211; *Spriggs v. Bank of Mt. Pleasant*, 14 Peters 201; *Ware v. Cowles*, 24 Ala. 446. And where no fraud or mistake in its execution is alleged, the terms of a written contract cannot be varied, even in equity, by proof of a contemporaneous parol agreement. *Connecticut Fire Ins. Co. v. Buchanan*, 141 Fed. 877 (Ia.); *Ware v. Cowles*, 24 Ala. 446.

EVIDENCE—WRITTEN INSTRUMENT—CONTEMPORANEOUS VERBAL AGREEMENT.—PAULSON ET AL. V. BOYD ET AL., 118 N. W. 841 (WIS.).—In a suit on a note given for the price of certain mining stock, evidence of a contemporaneous verbal agreement that the payee would renew the note twice for a similar period, and at the end of that time would accept a retransfer of the stock in satisfaction of the note at the maker's election, *held*, admissible to show that the note was never delivered with intent that it should consitute a completed instrument *in praesenti*. Finlin, Marshall, and Kerwin, J. J., *dissenting*.

That parol evidence cannot be admitted to vary the terms of a written contract absolute on its face is a well-settled rule of law. *Brown v. Spoffard*, 95 U. S. 480. Cases of fraud, illegality or want of consideration are exceptions to this rule. *Carrington v. Maff*, 112 N. C. 115. Evidence of an oral agreement that a note is to become void upon the happening of a condition subsequent is inadmissible under the rule. *Potter v. Earnest*, 45 Ind. 418. This rule excluding parol evidence to vary a written instrument presupposes the existence in fact of such agreement; hence, the rule has no application where the writing was not delivered as a present contract but to become binding only upon performance of some condition precedent resting in parol. *McFarland v. Sikes*, 54 Conn. 250; *Reynolds v. Robinson*, 110 N. Y. 654. A note in the hands of a *bona fide* holder for value cannot be affected by such evidence to his prejudice. *Burnes v. Scott*, 117 U. S. 582.

GIFTS—UNDUE INFLUENCE—BURDEN OF PROOF.—GILMORE V. LEE, 86 N. E. 568 (ILL.).—*Held*, that the relation of priest or spiritual adviser and parishoner is one of confidence, and a gift *causa morris* by a parishoner to her priest is in and of itself *prima facie* void, and the burden of proof rests on such priest to show that the gift was freely and voluntarily made, and that it was not the result of undue influence. Scott, J., *dissenting*.

Freedom of will and good faith are as essential to the validity of a gift as in other contracts; *Ferguson v. Lowery*, 54 Ala. 510; *Garvin v. Williams*, 44 Mo. 465; and burden of proof is thrown on the donee to

show that the gift was the free and voluntary act of the donor. *Whipple v. Barton*, 63 N. H. 613; *Parker v. Parker* (N. J.), 16 Atl. 537. It is not necessary to show by absolute evidence that undue influence was exerted by donee at the time gift was made. *Sears v. Shafer*, 2 Selden (N. Y.) 268. And a donee before accepting a gift must satisfy himself that donor had no family ties or that he was determined to disregard them. *Ford v. Hennessy*, 70 Mo. 580. But some cases hold gifts by fraud or imposition are voidable only, and by one specially injured. *Norris v. Norris*, 3 Ind. App. 500.

HUSBAND AND WIFE—WIFE'S SERVICES—RIGHT OF HUSBAND TO RECOVER.—GORMAN V. N. Y. C. & ST. L. R. CO., 113 N. Y. SUPP.—*Held*, that in an action for injury to his son, plaintiff can recover the value of his wife's services in nursing the son. Williams, J., *dissenting*.

The prevailing rule seems to be that where plaintiff is nursed by members of his own family no action will lie for recovery of damages for the value of the services thus rendered. *Chicago & E. I. R. Co. v. Holland*, 122 Ill. 461; *Morris v. Grand Ave. R. Co.*, 144 Mo. 500. A case upholding this rule is where services rendered plaintiff by her daughter who made no charge for such services, could not be brought in as ground for damages when said plaintiff was suing a railroad company for an injury to herself. *Chicago, B. & Q. R. Co. v. Johnson*, 24 Ill. App. 468. It has been held, however, that in an action for damages resulting from personal injuries, a defendant is liable for the reasonable value of medical attendance, care and nursing made necessary by the accident, although not actually paid. *Gries v. Zeck*, 24 Ohio St. 329; and also though such services may, as between the plaintiff and the person rendering them have been gratuitous. *Varnham v. City of Council Bluffs*, 52 Ia. 698.

INFANTS—SALE OF PERSONAL PROPERTY—AVOIDANCE—RETURN OF CONSIDERATION.—HUGHES V. MURPHY, 63 S. E. 1248 (GA.).—*Held*, that the rule which requires the restitution of the consideration in order to disaffirm an infant's contract applies only to the right of the infant himself after he becomes of age and elects to disaffirm a contract made by him during his minority, and that a guardian bringing a suit to recover the possession of personal property which his ward has sold, is not required to return the consideration received by the ward.

At common law to give effect to an infant's disaffirmance of his contract, it is not necessary that the other party should be placed *in statu quo*. *Carpenter v. Carpenter*, 45 Ind. 142; *Ruchmzky v. DeHaven*, 97 Pa. 202. But it has been held in a few cases, that an infant vendor to recover back his property must refund what he has received, and there can be no right of recovery so long as any part of the consideration is withheld. *Stout v. Merrill*, 35 Ia. 227; *Chambers v. Jones*, 72 Ill. 275. But the general rule of law is that when disaffirming a deed because of infancy when made, the party must return so much of the consideration received as remains in his possession at the time of election, but he is not required to return an equivalent for such part as may have been disposed of during minority. *Bloomer v. Nolan*, 36 Neb. 51; *Jenkins v. Jenkins*, 12 Ia. 195; *Reynolds v. McCurry*, 100 Ill. 356. In accord with the case at hand it is