ed $4,000 and all his household furniture and effects to his wife, Julie Morni ; $2,000 to his neice, Ellen Russell ; $1,000 to the Rev. Father Seaton, for charitable purposes, and the remainder of his estate to his brothers, nephews and neices in equal shares. On the 8th of the same month he made another will before the same notary, leaving $800 to his wife, Julie Morni, $400 to each of his neices, Mary and Elizabeth Russell, and $400 to his brother Patrick, with reversion to the neices if not claimed within a year, and the remainder to Ellen Russell. On the 27th November, 1878, Russell made a will, which is the subject of the present litigation, and by which he revoked his former wills, and gave $2,000 to Father Sexton, for the poor of the parish of St. Rocks, and the remainder of his property to his wife Julie Morni.

On the 10th January following, Russell was interdicted as a maniac, and a curator appointed for his estate. He remained in an asylum until December, 1879, when he was released and lived until his death with his sister, Ellen Russell, sister of the appellant. Mr. Justice Tessier, of the Superior Court, upheld the validity of the will, and his decision was confirmed by the Court of Queen's Bench.

Held, (i.)[reversing the judgment of the Queen's Bench, Ritchie, C.J., and Strong, J., dissenting,] that the proper inference to be drawn from all the evidence as to the mental capacity of the testator to make the will of the 27th November, was that the testator, at the date of the making of the said will, was of unsound mind. (ii.) That, as it appeared that the only consideration for the testator's liberality to Julie Morni was that he supposed her to be "my beloved wife Julie Morni," whilst at that time J. M. was, in fact, the lawful wife of another man, the universal bequest to J. M. was void, through error and false cause. (iii.) That it is the duty of an Appellant Court to review the conclusion arrived at by Courts whose judgments are appealed from upon a question of fact when such judgments do not turn upon the credulity of any of the witnesses, but upon the proper inference to be drawn from all the evidence in the case.

Irvine, Q.C., for the appellant.

Andrews, and *Fitzpatrick*, for the respondents.

COURT OF APPEAL.

[Dec. 29, 1882.

TOTTEN V. BOWEN.

Husband and wife—Bill of sale—Chattel Mortgage—Fraudulent Preference—Bona fides—R. S. O. ch. 118.

The plaintiff was married in 1876 without any marriage contract or settlement, being possessed of about $1,500 derived from the estate of a former husband, which she lent at different times to her husband, a small portion having been lent prior to their marriage. In January, 1879, on a further advance of $200, she obtained from her husband a chattel mortgage of certain goods, farm stock, implements and other chattels, which was duly registered but not renewed. In November, 1879, she insisted upon and obtained from her husband a bill of sale of the same, and other goods, for the express consideration of $300. The plaintiff and her husband continued to reside together, and apparently he had the use of the goods in much the same way as prior to such bill of sale being made, she and her sons working the farm on which the parties resided, and which had been conveyed by her husband to a trustee for the benefit of the plaintiff, the husband working or not as it pleased himself. The evidence established the *bona fides* of the claim set up by the plaintiff, and for the purpose of securing a creditor of the husband she executed a chattel mortgage in her own name on those goods.

Held, [affirming the Judge of the County Court, York], that the claim was not invalidated for want of registering the bill of sale, or as being fraudulent against creditors under R. S. O. ch. 118.

Rose, Q.C., for appellant.

S. M. Jarvis, contra.

[Dec. 27, 1883.

CANADIAN BANK OF COMMERCE V. WOODWARD.

Accommodation note—Security for payment of note—Renewal of note.

The defendants made a note for $200 for the accommodation of one M., and delivered the same to M. to be used by him as collaterally securing payment of a note of M.'s own for a like amount. M. discounted his own note with the plaintiffs, and delivered to them the promissory