vendor and purchaser, to defeat or delay creditors, it would have been void, though made *bonâ fide* with the intention of passing the property.

Gottwalls v. Mulholland, 194.

INSURABLE INTEREST.

See "Insurance."

INSURANCE.

The owner of a stock of goods effected an insurance thereon, and while the policy was in force assigned the property insured, and with the assent of the Company transferred the policy of insurance to *C. C.* subsequently sold the property to *M.* who, in payment delivered his promissory notes indorsed by *L.*, who was an accommodation indorser only, upon the express agreement that the goods should be sold by *M.*, and the proceeds as received paid over to *L.* to retire the notes, and that the policy should be assigned to *L.* in trust to secure himself against the notes and pay any surplus to *M.*, and the policy was so assigned with the assent of the Company who had full knowledge of all the facts; the interest of *M.* in the goods and the liability of *L.* on the notes continued until the goods were destroyed by fire. The Company having refused payment of the amount insured, an action was brought in the name of the assured; the declaration alleged the above facts and that the plaintiff had continued to be and still was interested as trustee for *M.* and *L.*

Held, (reversing) the decision of the Court of Queen's Bench that the declaration shewed a good cause of action and that *L.* had an insurable interest in the goods.

Davies v. The Home Insurance Co., 269.

JUDGMENT FRAUDULENT IN PART.

A judgment fraudulent against creditors as to the sum included therein is fraudulent as against them *in toto*.

The Commercial Bank v. Wilson, 257.

JURISDICTION.

See "University."