him, that the French were a nation of dastards and fools, and that he only wished he had milliards, that he might give them to the English, the born enemies of stupid France. He ended by leaving his money to the London work houses or poor. The Court of Appeal, at Paris, has confirmed the judgment of first instance annulling the will, holding that the London poor and workhouses had no legal representatives, and that such anti-patriotic sentiments indicated insanity.

NEW PUBLICATION.

DIGEST OF REPORTED CASES touching the Criminal Law of Canada; by T. P. Foran, Esq., Advocate. Carswell & Co., publishers, Toronto.

The title indicates the object of the volume. The head-notes of six hundred and eighty-one reported decisions are comprised in the compilation.

SUPREME COURT OF CANADA.

OTTAWA, April 30, 1889.

New Brunswick.]

RODBURN v. SWINNEY.

Mortgage—Power of Sale—Exercise of—Sale under power of attorney—Authority of attorney—Purchase money—Promissory note.

A mortgage authorized the mortgagees to sell in default of payment on giving a certain notice, and contained a clause that the purchaser at such sale should not be required to see that the purchase money was applied as directed. The mortgagee gave R. a power of attorney to sell under the mortgage, which he did, taking part of the purchase money in cash, and for the balance, a promissory note payable to himself, which he discounted and appropriated the proceeds. The note was paid by the maker at maturity. In a suit to have the sale set aside as fraudulent and made in collusion between R. and the purchaser;

Held, affirming the judgment of the Court below, that R. had no authority to take the said note in payment, and the purchaser was bound to see that his powers were properly exercised. The sale was therefore void and must be set aside.

Appeal dismissed.

Geo. G. Gilbert, Q.C., for appellants.
F. E. Barker, Q.C., for respondents.

OTTAWA, April 30, 1889.

Prince Edward Island.]

HALIFAX BANKING CO. v. MATTHEW.

Chattel mortgage—Action to set aside—Fraudulent as against creditors—13 Eliz., c. 5—Right of creditor of mortgagor to redeem.

Plaintiffs having recovered judgment against one H., issued execution under which the sheriff professed to sell certain goods of H., and gave a deed to plaintiffs, conveying all the "shares and interest" of H. in said goods. H. had conveyed these goods to defendants by a mortgage made six months before the recovery of the plaintiffs' judgment, which mortgage covered all the goods proposed to be sold by the sheriff. The plaintiffs filed a bill to set this mortgage aside as fraudulent under Stat. of Eliz., and fraudulent in fact. The Court below held the mortgage good and dismissed the bill.

Held, affirming this judgment, that no fraud being shown, and the plaintiffs not offering to redeem the mortgage, the action was rightly dismissed.

Appeal dismissed.

W. B. Ross, for the appellants.
Fred. Peters, for the respondents.

OTTAWA, April 30, 1889.

New Brunswick.]

GEROW v. ROYAL CANADIAN INS. CO.

GEROW v. BRITISH AMERICAN INS. CO.

Marine Insurance—Constructive total loss—Cost of repairs—Estimate of—Deduction of new for old.

A policy of insurance on a ship contained the following clause:—

"In case of repairs, the usual deduction of one-third will not be made until after six months from the date of first registration, but after such date the deduction will be made. And the insurers shall not be liable for a constructive total loss of the vessel in case of abandonment or otherwise, unless the cost