

the ceremony, he said to the bridegroom, "I understand that it is your wish and intention that \$500 of your insurance money goes to your wife and \$500 to the hospital," to which he answered, "Yes," and then turning to the bride, he said, "You understand what is to be done," to which she replied, "Yes." Nothing therefore could be clearer than the terms on which the plaintiff had secured a husband and the prospective right to his money. The marriage took place on the 25th January, and three days afterwards the bridegroom died, and the bride of barely three days became a widow. The object of the marriage having been so speedily attained, in order to carry out the bargain between the widow and her deceased husband, she was induced to give a power of attorney to a solicitor, who was summoned by the Mother Superior of the hospital, empowering him to collect the money and pay one half to the plaintiff, and the other half to the hospital. After she had done this the widow seems to have repented of her generosity, and brought the action to recover the \$500 which she had directed to be paid to the hospital.

The County Court judge dismissed her action, but the Divisional Court decided, on the authority of a great many cases, that the power of attorney had been obtained in circumstances which amounted to undue influence, the solicitor in fact being the solicitor of the hospital authorities, and paid by them, and the plaintiff having no independent advice, and having been moreover exhorted by the priest "to do her duty and not damn her soul for money," which the plaintiff declared had the effect of scaring her into executing the power of attorney.

The power was therefore declared void so far as it authorized the payment to the hospital. The ante-nuptial contract was also declared to be void under the Statute of Frauds for want of writing. Mr. Finn's ingenious efforts to benefit his benefactors therefore failed.