ment against the defendant, the defendant for the first time raised an objection that proof should have been given that there were no funds at the bank where the note was made payable.

The Court, (SPRAGGE, C. J. O.,) passing over the objection of the question being first raised at that stage of the case, *held* that no such proof of want of funds was requisite to entitle the holder of the bill to recover.

McMichael, Q.C., for appeal.

Falconbridge, contra.

DUMBLE v. DUMBLE.

Will, construction of.

The decree made herein (reported 20 Gr. 274) varied by striking out the words "absolutely for her own use," and substituting therefore "for and during her natural life," and adding "and upon the death of the said defendant the brothers and sisters of the said testator are, under the provisions of the will and letter, entitled to the said personal property absolutely to their use in equal portions."

ALLAN v. MCTAVISH.

Practice—Liberty to appeal after five years.

In January, 1879, judgment was given by this Court against the defendant, who did not appeal, but in February, 1883, applied to this Court for liberty to appeal to the Supreme Court on the ground that by a recent decision of the Court of Appeal in England, involving the same point, it had been determined that the defence of the defendant was good.

The Court, following the ruling in *Craig* v. *Phillips*, 7 Ch. D. 249, refused the appeal with costs.

QUEEN'S BENCH DIVISION.

Osler, J.] [Jan. 29.

ROBERTSON ET AL. v. KELLY.

Contract by lunatic, validity of.

The plaintiffs made certain necessary repairs upon the defendant's vessel. At the time the agreement for the repairs was made, one of the plaintiffs knew that the defendant was subject to insane delusions, believing that people were conspiring against him. He, however, superintended the repairs and talked intelligently to the workmen, but some months after he became violent and was confined in an asylum for the insane.

Held, that the plaintiffs were entitled to recover for the work done.

Tilt, for plaintiff.

McCarthy, Q.C., contra.

CHANCERY DIVISION.

Divisional Court.] [Feb. 6.

EVANS v. WATT.

Seduction — Marriage to third party during pregnancy — Cause of action — Evidence of daughter and husband, admissibility of.

Where an unmarried woman is seduced and pregnancy follows, or sickness which weakens or renders her less able to work or serve, the father's cause of action is complete and cannot be divested by the subsequent marriage of his daughter before birth of a child. The facts of seduction, pregnancy, and illness might be proved by the daughter, but she might refuse to answer as to who was the cause of her pregnancy if she asserted that the child she bore was born in wedlock.

But where the daughter was married to a third person during her pregnancy consequent upon her seduction by the defendant, and her child was born in wedlock, and the action was brought at the instigation of the husband, he and his wife being the only witnesses, and no proof of sickness or inability to serve was given,

Held, [ARMOUR, J., dissenting,] that a nonsuit was properly entered.

Per ARMOUR, J.—If loss of service were necessary to be proved a new trial should be granted for that purpose, and it cannot be said that under such circumstances a father sustains no damages apart from the loss of service.

Dunbar, for plaintiff.

Falconbridge, contra.

Divisional Court.] [Feb. 15.

KLEIN v. THE UNION FIRE INSURANCE CO. ET AL.

Insurance—Mortgage—Subrogation—Statutory conditions—Company—Misrepresentation.

This was an appeal from the judgment of