before him, I was plunging into citation of cases, when he very good-naturedly pulled me up, and said—'Mr. Russell, don't trouble yourself with authorities until we have ascertained with precision the facts; and then we shall probably find that a number of authorities which seem to bear some relation to the question have really nothing important to do with it.' My fourth rule is to try and apply the judicial faculty to your own case in order to determine what are its strong and weak points, and in order to settle in your own mind what is the real turning point in the case. This method enables you to discard irrelevant topics and to mass your strength on the point on which the case hinges."

SUPREME COURT OF CANADA.

OTTAWA, March 18, 1889.

WHITMAN v. THE UNION BANK OF HALIFAX.

Assignment—In trust for creditors—Preference—Liability of assignee—Limitation of—Release of debtor—Resulting trust—13 Eliz. c. 5.

A deed by C. assigning all his property to W. in trust for the benefit of creditors, provided that six creditors should first be paid in full; that if sufficient assets remained for the purpose, twenty-four other creditors should next be paid in full; that the balance, if any, should be distributed ratably among all the creditors not so preferred, and the surplus returned to the debtor. The deed provided for a release and discharge by the executing creditors of their respective claims against the debtor and this provision: "that the party of the second part, (the trustee W.) his executors or administrators, shall not be liable or accountable for more money or effects than he shall receive, nor for any loss or damages which may happen in reference to said trusts, unless it shall arise by or through his own willful neglect." In a suit by an unpreferred creditor for a large amount to have the deed set aside:

HELD:—Affirming the judgment of the Court below, Gwynne and Patterson, JJ., dissenting, that the deed was one which it was unreasonable to expect creditors to become parties to, and was void under the statute 13 Eliz., c. 5, as tending to defeat and delay creditors in the recovery of their claims and as containing a resulting trust in favor of the debtor.

Appeal dismissed with costs.

Harrington, Q. C., for the Appellant.

R. L. Borden and *W. B. Ritchie*, for the Respondents.

Nova Scotia.]

MUTUAL RELIEF SOCIETY OF N.S. v. WEBSTER.

Life Insurance—Mutual Company—Bond of membership—Warranty — Concealment of facts—Misstatement.

On an application for insurance in a mutual assessment insurance society, the applicant declared and warranted that if in any of the answers there should be any untruth, evasion or concealment of facts, any bond granted on such application should be null and void. In an action against the Company on a bond so issued it was shown that the insured had misstated the date of his birth, giving the 19th instead of the 23rd of February, 1885, as such date; that he had given a slight attack of apoplexy as the only disease with which he had been afflicted, and the company contended that it was, in fact, a severe attack; that he had stated that he was in "perfect health" at the date of the application, which was claimed to be untrue; that he had suppressed the fact of his being subject to severe bleeding at the nose, and that the attack of apoplexy which he had admitted, occurred five years before the application, when the fact was that it had occurred within four years. The trial judge found that the misstatement as to the date of birth was immaterial, as it could not have increased the number of years on which the premiums were calculated; that the attack of apoplexy was a slight, not a severe attack; that the applicant was in "good," if not "perfect" health when the application was made; that bleeding at the nose to which the insured was subj ct, was not a disease, and not dangerous to his health; but that the misstatement as to the time of the occurrence of the attack of apoplexy was material, and on this last issue he found for the society, and