were the words, "executors and witnesses." *Held*, that there was no appointment of executors.—*Goods of Woods*, Law Rep. 1 P. & D. 556.

2. A. having deposited certain title deeds with a bank as security for advances, by will empowered his executors to charge his real estates in aid of his personal estate. His widow and sole executrix was allowed to draw out other moneys as executrix on deposit of other title deeds of A.'s estate. The moneys were drawn out from time to time in small sums, and applied by the widow for her own expenses, as well as for A.'s debts. *Held*, that in absence of proof of notice to the bank of A.'s breach of trust, the bank was entitled to prove against the estate for their advances to the widow.—*Farhall* v. *Farhall*, Law Rep. 7 Eq. 286.

CHATTEL MORTGAGE—SECURITY AGAINST INDORSEMENTS—AFFIDAVIT—DESCRIPTION—A chattel mortgage under C. S. U. C. ch. 45, sec. 5, may be given as security against past or concurrent, but not against future endorsements or liabilities. If it did not apply to past liabilities, then a mortgage to secure against them would not be avoided by the act for want of compliance with its provisions.

A recital, that the plaintiff had endorsed three notes, made by J., giving the dates, sums, and the time of payment, for the accommodation of J., and that J. had agreed to enter into the mortgage to indemnify and save harmless the mortgagee of and from payment of said notes, and from all liability or damage in respect thereof: *Held*, clearly sufficient.

An affidavit that the mortgage was made to secure the mortgagee against the payment of "such liability *of*" instead of *for* "the mortgagor" by reason of the notes: *Held*, sufficient.

The goods were described as all the goods in the house of the mortgagor, "in bed room No. 1, one bureau," &c., describing the articles in each room, and adding "all the hereinbefore described goods and chattels being in the dwelling house of the party of the first part, situate on Queen Street in the town of Brampton; also one bay mare, one covered buggy," &c., "being on the premises of the party of the first part on Queen Street; also the following goods and articles, being in the store of the party of the first part, on the corner of Queen and Main Streets, in the said town of Brampton, that is to say, 85 gallons of vinegar," giving a long list, "and also the following goods, being of the stock-in-trade of the party of the first part, taken in the month of April last, that is to say, 16 pieces of tweed," &c.: *Held*, that all the goods were sufficiently described, for the last parcel of goods might be taken as described to be in the store.—*Mathers* v. *Lynch*, 28 U. C. Q. B. 354.

WILL—COMPOS MENTIS—A will was executed by the testator on his death bed; he was *compos mentis* at the time, but was so extremely weak in body and mind that his directions were given at intervals, and there was considerable difficulty in understanding them. No fraud, however, was pretended, and the court was satisfied that the will was in accordance with the testator's wishes, and contained all that was understood of them, though probably not all the testator desired to express; and was understood by the testator at the time of executing it.

Held, that the will was valid.—*Martin* v. *Martin*, 15 U. C. Chan. R. 586.

CRIM. CON.—SEPARATION BY PLAINTIFF'S MISCONDUCT—HOW FAR A DEFENCE—To an action for criminal conversation the defendant pleaded,—1. That the plaintiff had been guilty of adultery with one L., by whom he had a child now living with him, and had continually treated his wife with intolerable cruelty, and had frequently used severe personal violence towards her, and finally put her away from him by force, and threatened to put her to death if ever she returned to him, so that she was in danger of her life, and did live apart from him permanently. 2. That the plaintiff's wife had, while so living apart from him, obtained an order for protection under the Statute, after due notice to the plaintiff of her application therefor, which order was duly registered and is in full force.

Held, on demurrer (*A. Wilson*, J. dissenting), that the pleas showed a good defence.—*Patterson* v. *McGregor*, 28 U. C. Q. B. 280.

FRAUDULENT CONVEYANCE—SECRET TRUST—PUBLIC POLICY.—The plaintiff had executed a conveyance of land without consideration for the purpose of avoiding an execution which it was supposed would be issued against his grantor, upon the secret trust or understanding that when called upon the grantee would re-convey. The court under these circumstances refused to enforce a re-conveyance and a bill filed for that purpose was dismissed with costs.—*Emes* v. *Barber*, 15 U. C. Chan. R. 679.

REGISTRY LAW—POSSESSION.—In 1831, A. demised his farm to his widow in fee, and left her in possession. The will was never registered: and shortly after the testator's death his eldest son and heir went into possession with his mother, and so continued until his mother's death in 1854; the son managing the farm, and bein