

the officers of the customs, to the end that such goods may be examined and appraised, is given for the purpose of the better securing the collection of the public revenue. Without such a power, the state would be exposed to frauds against which it would be impossible to protect itself. For the loss of any goods while so in the custody of the customs' officers the law affords no remedy except such as the injured person may have against the officers through whose personal act or negligence the loss happens.

Hogg, Q.C., for Crown.

Curran, Q.C., for claimants.

[April 4.

BURROUGHS v. THE QUEEN.

Salaries of license inspectors—Approval by Governor-General in Council—Liquor License Act, 1883, s. 6.

On a claim brought by the Board of License Commissioners appointed under the Liquor License Act, 1883, for monies paid out by them to license inspectors with the approval of the Department of Inland Revenue, but which were found to be in excess of the salaries which two years later were fixed by Order in Council under s. 6 of the said Liquor License Act, 1883,

Held, affirming the judgment of the Exchequer Court, that the Crown could not be held liable for any sum in excess of the salary fixed and approved of by the Governor-General in Council. The Liquor License Act, 1883, s. 6.

Appeal dismissed without costs.

L. H. Burroughs for appellant.

Hogg, Q.C., for respondent.

ADMIRALTY DISTRICT OF NOVA SCOTIA.

MCDONALD, C.J.]

[March.

THE SHIP "QUEBEC."

Salvage of ship and cargo—Principal and agent—Power of attorney given by crew to agent of owners of salvaging vessel for purpose of adjustment of salvage claim—Construction of.

A crew of a fishing schooner had performed certain salvage services in respect of a derelict ship, and gave the following power of attorney respecting the claim for such services to the

agent, the owner of the schooner: "We, the undersigned being all the crew of the schooner *Iolanthe* at the time said schooner rendered salvage services to the barque *Quebec*, do hereby irrevocably constitute and appoint Joseph O. Proctor our true and lawful attorney, with power of substitution for us, and in our name and behalf as crew of the said schooner to bring suit or otherwise settle and adjust any claim which we may have for salvage services rendered to the barque *Quebec* recently towed into the port of Halifax, Nova Scotia, by said schooner *Iolanthe*, hereby granting unto our said attorney full power and authority to act in and concerning the premises as fully and effectually as we might do if personally present, and also power at his discretion to constitute and appoint from time to time, as occasion may require, one or more agents under him, or to substitute an attorney for us in his place, and the authority of all such agents or attorneys at pleasure to revoke."

Held, (1) that this instrument did not authorize the agent to receive the salvage payable to the crew, or to release their lien upon the ship in respect of which the salvage services were performed.

(2) That payment of a sum agreed upon between the owners of such ship and the agent and the latter's receipt therefor did not bar the salvors from maintaining an action for their services.

A. G. Morrison and *C. H. Smith* for salvors.

W. B. A. Ritchie for owners.

SUPREME COURT OF JUDICATURE FOR ONTARIO.

HIGH COURT OF JUSTICE.

Queen's Bench Division.

BOYD, C.]

[May 16.

ASHBRIDGE v. ASHBRIDGE.

Will—Construction—Devise to sons without words of limitation—"Die without lawful issue"—"Survivor"—Estate in fee simple—Estate tail.

The testator died in 1845, and by his will devised a farm to his two sons, without words of limitation, to be equally divided between them, adding, "and in case either of my sons should