be of not less width than the one for which it was substituted; while in ordering a new road they had a discretion to lay it out of any width between 40 and 60 feet. The original road allowance was 60 feet wide, while the new road was only 40 feet.

Held, affirming the judgment of the Common Pleas, that the plaintiff acquired no right to the original allowance under 50 Geo. III., ch. 1, and 4 Geo. IV., ch. 10, nor under the subsequent Municipal Acts.

S. Richards, Q.C.. for the appellant.

Bethune, Q.C., and *J. W. Kerr*, for the respondent.

Appeal dismissed.

From Chy.] [June 25th.

CAMERON v. KERR.

Collateral security to bank—Appropriation of payments.

M. & Co. being desirous of obtaining additional advances from a bank, executed a mortgage to secure a large sum for which they were liable on the 31st December, 1873, on commercial paper of the firm and its customers, which had been discounted by the bank. The mortgage provided that it should continue a security for the said sum and all renewals or substitutions therefor, and all indebtedness of M. & Co., in respect thereof. After the mortgage was given, M. & Co's line of discount was increased, but no separate account of the liabilities secured by the mortgage and these further advances was kept, the proceeds of the discounts and cash deposits being carried to M. & Co's credit in one open current account, against which they drew cheques to retire the notes secured by the mortgage as they matured. M. & Co. became insolvent on the 12th August, 1875, their indebtedness in the meantime never having been reduced.

Held, affirming the judgment of Blake, V.C. that this mode of keeping the accounts had not operated to a discharge of the mortgage debt.

Robertson, Q.C., *McMurrich* and *Symons* for the appellants.

Maclennan, Q.C., (*Rae* with him) for the respondent.

Appeal dismissed.

From Chy.] [June 25th.

OSTROM v. PALMER.

Estate tail—"Consent" of protector.

The tenants in tail and the mother who was protector to the settlement having a life interest in the estate, joined in a mortgage in fee simple, purporting to be made under the Act respecting short forms of mortgages, and containing the usual covenants, for the purpose of securing moneys borrowed for the purpose of paying off legacies charged on the whole estate, including her interest therein.

Held, reversing the judgment of Proudfoot, V.C. that her consent sufficiently appeared, and that the estate tail was barred.

C. Robinson, Q.C., for the appellant.

E. Blake, Q.C., for the respondent.

Appeal allowed.

From Q.B.] [June 25th.

MECHANICS' BUILDING AND SAVINGS SOCIETY v. THE GORE DISTRICT MUTUAL INSURANCE COMPANY.

Mutual insurance policy—Assignment to mortgagee—Effect of subsequent insurance by mortgagor.

Held, reversing the judgment of the Queen's Bench, where a mortgagee takes a transfer of a policy, under the latter part of section 39 of 36 Vict., c. 44 O., by way of additional security, the policy continues to be voidable by the acts of the mortgagor.

Held, also, that making a mortgage is an alienation within the meaning of section 39; and a mortgagee may avail himself of the power of novation accorded to alienees in general by taking the steps pointed out in the second paragraph of the above section, in which case he acquires a separate independent interest under the policy, and the policy will not be avoided by the acts of the mortgagor.

Bethune, Q.C. (*Durand* with him), for the appellant.

McCarthy, Q.C., and *Osler*, Q.C., for the respondent.

Appeal allowed.

C. C. York] [June 25th.

LAWSON v. LAIDLAW ET UX.

Married Woman.—Separate Property.

Declaration on a promissory note made July 2, 1875, by the defendant and his wife, payable to the plaintiff.

Plea by C. A. Laidlaw, that when she made the note she was and still is the wife of the defendant, J. Laidlaw.

Replication that C. A. Laidlaw was and is possessed of separate real estate in this Province