

cheque being drawn on a private banker, but a bill of exchange, and that it was not revoked by McE.'s death.

On appeal to a Divisional Court, the judgment was affirmed, but on the ground that the transaction amounted either to an equitable assignment of the \$650, or a trust to pay over the same to P., which became irrevocable on its being communicated to the parties and assented to by them.

*W. A. Boys*, for plaintiff. *T. Ernest Godson*, for defendant.

Meredith, C.J.]

BENNETT *v.* WORKMAN.

[July 20.

*Patent of invention—Assignment for limited period—Sale thereafter.*

A person who is the assignee of a patent right for a limited period with a right of purchase, but who, at the expiration of such period, elects not to purchase and reassigns the patent, cannot thereafter sell the patented article, though made during the time he was assignee, his right to make and sell being restricted to such limited period; and under the powers conferred on the Court by s. 31 of the Patent Act, R.S.O. 1886, c. 61, an injunction may be issued restraining such sale.

*U. A. Buckner*, for plaintiff. *I. H. Hellmuth*, for defendant.

Meredith, C.J.]

PINHEY *v.* MERCANTILE FIRE INS. CO.

[July 20.

*Fire Insurance—Insurance by mortgagor—Loss payable to mortgagee—Release of equity redemption—Cessation of mortgagor's interest—Right of mortgagee to claim insurance moneys.*

H., who had made a mortgage, under the Short Form Act, on certain lands to the plaintiff, such mortgage containing a covenant to insure the mortgaged premises, effected thereon a policy of insurance against fire, on the face of which was the endorsement, "Loss, if any, payable to the plaintiff as his interest may appear under the mortgage." The interest having become in arrear, H. made a deed to the plaintiff, whereby he granted, released and confirmed unto the plaintiff the said mortgaged lands, without the consent of the insurance company having been obtained therefor. The premises having been subsequently destroyed by fire:—

*Held*, that the plaintiff could make no claim for the insurance moneys, for (1) the fact of the conveyance made by H. to the plaintiff, whereby he ceased to have any interest at the time of the fire, was a good answer to the claim; and (2) such conveyance constituting a breach of the fourth statutory condition, which provides against the insured premises being assigned without the insurance company's consent.

*W. E. Middleton*, for plaintiff. *C. S. MacInnes*, for defendant.