

limit is one year: Ontario Insurance Act, R.S.O. 1914 ch. 183, sec. 194, condition 24. It was contended that some estoppel prevented the defendants from relying upon the statutory limitation—that the defendants argued, and were successful in their contention, that upon the true construction of the policy they were not liable. This could not, in any view, constitute a misleading attitude or such misconduct as to found estoppel.

On both grounds, the action must be stayed, and an order should now be made directing the plaintiffs to pay the costs of the action so far incurred and of this motion.

The order should be issued as a Court order.

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McRAE v. McINTYRE—FALCONBRIDGE, C.J.K.B.—Nov. 13.

*Contract—Family Arrangement—Executed Agreement—Conveyance in Breach of, Set aside—Repayment of Amount of Incumbrance Discharged by Grantee—Lien for—Dismissal of Action for Recovery of Land.*—Action to recover possession of land and for mesne profits. The action was tried without a jury at London. FALCONBRIDGE, C.J.K.B., in a written judgment, said that the action concerned a wretched little dispute between a sister and a brother. The learned Chief Justice found as a fact that, after the funeral of their father in the early part of 1906, the family (except John) agreed that, if the defendant stayed and took care of the mother, he should have the property in question. This arrangement was frequently referred to by the mother down to a short time before her death. The defendant carried out his part of the agreement. The action should be dismissed without costs, the deed to the plaintiff, which was in breach of this executed agreement, declared to be invalid, and the registration thereof vacated. The plaintiff should be repaid the amount of the small mortgage paid off by her, with interest, and, if necessary, have a lien on the land for the amount. J. Macpherson, for the plaintiff. J. M. McEvoy, for the defendant.