REPORTS AND NOTES OF CASES.

Dominion of Canada.

SUPREME COURT.

Ont.] BLACKBURN *v.* McCALLUM. [Feb. 17.

Will—Devise—Restraint on alienation.

A devisee of real estate under a will was restrained from selling or encumbering it for a period of twenty-five years after the testator's death.

Held. that as the restraint, if general, would have been void, the limitation as to time did not make it valid. Appeal allowed without costs.

Armour, K.C., for appellant. *J. Travers Lewis*, for respondent.

Ont.] [Feb. 17.

LIVERPOOL, LONDON & GLOBE INSURANCE CO. *v.* AGRICULTURAL SAVINGS & LOAN CO.

Fire insurance—Void policy—Renewal—Mortgage clause.

By Ontario Insurance Act, s. 167, a mercantile risk can only be insured for one year and may be renewed by a renewal receipt instead of a new policy.

Held, reversing the judgment of the Court of Appeal (3 Ont. L.R. 127) and restoring that at the trial (32 O.R. 369) GIROUARD, J., contra, that the renewal is not a new contract of insurance. Therefore, where the original policy was void for non-disclosure of prior insurance the renewal was likewise a nullity though the prior insurance had ceased to exist in the interval.

Held, per GIROUARD, J., that the renewal was a new contract, which was avoided by non-disclosure of the concealment in the application for the original policy.

The mortgage clause attached to a policy of insurance against fire, which provided that "the insurance as to the interest only of the mortgagees therein shall not be invalidated by any act or neglect of the mortgagor or owner of the property insured, etc.," applies only to acts of the mortgagor after the policy comes into operation and cannot be invoked as against the concealment of material facts by the mortgagor in his application for the policy.