

clause 4 provided only for the deduction from the salary for lost time upon the basis of the number of teaching days in the particular period to which the contract under the operation of clause 5 should apply. The trial Judge held that plaintiff was entitled to the same salary for the same portion of the second term as of the first, i.e., \$75 for five-sixths of the term (which the evidence shewed the unexpired portion of the (first) term in fact was), or \$90 for the whole term. Verdict for plaintiff on this basis.

Per TUCK, C.J., and HANNINGTON and McLEOD, JJ. This appeal from the County Court Judge's judgment must be dismissed with costs; LANDRY and GREGORY, JJ., dissenting.

Gregory, K.C., in support of appeal. O. S. Crocket, contra.

Province of Manitoba.

KING'S BENCH.

Richards, J.]

[April 26.

BRITISH CANADIAN LOAN CO. v. FARMER.

Description of land—Inner and outer two miles of parish lot—Mistake—Rectification of deed—Possession—Occasional hay cuttings—Interest, rate of—Meaning of "liabilities"—Only six years arrears of interest on foreclosure.

Foreclosure of mortgage by defendant to plaintiffs of land described as "Lots 19 and 20 in the Parish of Headingly, according to the Dominion Government survey thereof, containing by admeasurement 418 acres, be the same more or less," and for rectification of the mortgage so as to make it cover the outer two miles of said parish lots as well as the inner; plaintiffs alleging that such was the intention of the parties at the time the loan was made and that the outer two miles were omitted by mutual mistake.

The acreage of the inner two miles of the two lots was only 223.65, and that of the outer two miles 197.57, or altogether 421.22 acres.

Held, that the case for rectification of the mortgage as asked for was good on the following among other grounds:—

(1). Because the defendant, who was a man of intelligence and education, had signed the mortgage which stated that the property he was conveying contained 418 acres more or less whereas without the outer two miles the two lots only contained 223.65 acres.

(2). The defendant had, three years after the date of the mortgage, asked the plaintiffs to discharge the mortgage as to the right of way of a railway company running to his knowledge only through the outer two miles of the lots, and had arranged that the price of such right of way should be paid by the Railway Company to the plaintiffs in reduction of the debt due under the mortgage.