

portion of the preceding premium not required to meet death claims.

After attaining 60, the insured contends, no greater premium than the maximum named in the schedule can be demanded as the price of renewal.

In *Provident Savings Life Assurance Society of New York v. Mowat*, 32 S.C.R. 147, the Court were enabled to come to a conclusion as to the meaning of the policy there in question by reason of an endorsement stating that the rates for ages beyond 60 would be given on application, and in each of the two United States cases cited there was found some context to guide. In *Nall v. Provident Savings Life Assurance Society*, 54 S.W. Repr. 109, it was a clause relating to insurance after the age of 60, which might be continued on the level rate plan at the premium for attained age, shewing, in the opinion of the Court, that it could not be contemplated that it continue at the stated rate as a level premium. In *Jones v. Provident Savings Life Assurance Society of New York*, 61 S.E. Repr. 388, the schedule was followed by "etc., etc., etc.," meaning "and so on," i.e., in an increasing scale.

The conclusion at which I have arrived is, that, the schedule ceasing at 60, the right to renewal then ceases to be provided for by the policy, and, in the event of renewal being desired, terms must in each case be made. No premium is bargained for in anticipation, and the policy "runs out" as a contract and can only be continued at the will of the parties. This may place the company in an unfair position where the expectation of life is less than the average; but in the case of this plaintiff, whose expectation of life seems unusually good, he will, no doubt, when once he understands the basis upon which the premiums are computed, allow his policy to lapse.

I can see no course open save to dismiss the action; and, doing so, I do not give costs—not because of any unfair conduct of those now in charge of the company (they appear to have been both fair and frank), but to shew my disapproval of the original form of policy, which seems to me to be tricky and calculated to deceive. I think that the rates should have been carried on so as to shew the great and prohibitive cost when the insured lives beyond 70.

*Action dismissed without costs.*

[This decision, given more than two years ago, is rather meagrely noted in 2 O.W.N. 1274. A recent inquiry for the full text of the decision suggested the advisability of publishing it.]