

I would dismiss the appeal.

GARROW, J.A., gave reasons in writing for the same conclusion.

MOSS, C.J.O., MACLAREN and MAGEE, J.J.A., concurred.

Appeal dismissed with costs.

SEPTEMBER 29TH, 1911.

HARLEY v. CANADA LIFE ASSURANCE CO.

Life Insurance—Change in Terms of Insurance—Alteration in Written Policy—Figures Left Unaltered—Mistake—Claim for Larger Sum than Promised by Insurers—Rectification of Policy.

An appeal by the plaintiff from the judgment of TEETZEL, J., at the trial (24th January, 1911), finding that the plaintiff was not entitled to the sum of \$3,000 and profits claimed by him under a policy issued to him by the defendants, and dismissing the action, and adjudging rectification of the policy as counter-claimed for by the defendants.

The appeal was heard by MOSS, C.J.O., GARROW, MACLAREN, MEREDITH, and MAGEE, J.J.A.

G. H. Watson, K.C., for the plaintiff.

W. Nesbitt, K.C., and Britton Osler, for the defendants.

The judgment of the Court was delivered by MEREDITH, J.A.:—I can have no manner of doubt that the judgment appealed against is right: indeed, it seems to me that it is needful only to state the simple incontrovertible facts of the case to shew that the plaintiff has no sort of right to the greater sum which he seeks to recover; that, if he could so recover, it would be, not by virtue of any contract, but solely by reason of a pure clerical error, which arose through the slovenliness of him whose duty it was to make the necessary changes in the policy, or to issue a new one, when the change was made in the "tontine period" of the assurance, from 27 to 17 years.

The contract, in the first place, was for a period of 27 years;