

Saylor until the amount secured by the mortgage should be due, and for damages for illegal seizure of the goods.

The mortgage was made on the 24th September, 1912, to secure \$2,200, and was duly filed in the office of the Clerk of the County Court of the County of Peterborough.

The mortgage provided that the \$2,200 should be paid in four years from the date of the mortgage without interest; and that if the money secured was not paid within the four years an extension for a year would be given. There were also terms by which the mortgage-money would become due at an earlier date in the event of the plaintiff's failure to observe and perform certain of the covenants contained in the mortgage.

On the 4th December, 1912, Saylor assigned the mortgage to the defendant.

The duplicate mortgage in the hands of Saylor when the assignment was made had on its face alterations in the proviso for payment by which it was made to appear that the principal became due in two years from the date of the mortgage and that it bore interest at 7 per cent.; but the provision for extension of the term from the end of four years remained unchanged.

In the instrument of assignment it was recited that the chattel mortgage bore interest at 7 per cent. and that the time of maturity was two years from the 24th September, 1912; and there was a covenant by Saylor that the principal and interest from that date, at the rate mentioned, were then unpaid.

Soon after the assignment, attention was directed to the variance between the terms of the filed mortgage and the altered duplicate, then in the defendant's possession, and the plaintiff became aware of the variance, and also had notice of the assignment.

The plaintiff alleged that the mortgage, after its execution, was so materially altered that it became null and void.

The evidence shewed that Saylor had disappeared soon after the assignment, and had not since been heard of.

The action was tried without a jury at Peterborough.
J. A. Macintosh and J. F. Strickland, for the plaintiff.
F. D. Kerr and V. J. McElderry, for the defendant.

KELLY, J., in a written judgment, after stating the facts, said that, so far as the parties litigant were concerned, they had treated the erroneous recital in the assignment as *falsa demonstratio*. The alterations in the duplicate were not made by or with the knowledge of the plaintiff or defendant.

A material alteration of a written contract might render the