

notice nor any actual cognizance of the further insurance" when they instructed their inspector to adjust the loss. The terms of the condition, too, were very different from and more stringent than those in the case at bar, and the only notice the plaintiffs were able to prove was oral notice to an agent not authorized to receive it.

I refer to the following cases: *Smith v. City of London Ins. Co.*, 14 A. R. 328, 15 S. C. R. 75; *Morrison v. Universal Fire and Marine Co.*, L. R. 8 Ex. 197, 203, 205; *New York Life Ins. Co. v. Baker*, 49 U. S. App. 691, 697; *Missouri v. Note Bank*, 77 Fed. Rep. 117, 121; *La Fonderie Co. v. Stadacona Ins. Co.*, 27 L. C. Jur. 194.

Appeal dismissed with costs.

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OCTOBER 9TH, 1902.

C. A.

RICHARDSON v. WEST.

*Deed—Reformation—Mortgage—Non-conformity with Contract for—Mistake.*

Appeal by plaintiffs from judgment of LOUNT, J., dismissing with costs an action for the reformation of a mortgage.

In July, 1899, the plaintiffs and the defendant James H. West signed the following contract: "I, James H. West, agree to purchase from James Richardson the Yarker mill property . . . for . . . \$5,500, \$1,000 of which I agree to pay down and to give a mortgage thereon for \$4,500 at 5 per cent. interest, said mortgage to be paid off in yearly instalments of \$1,000; the mortgagor to have the option of pay all cash due at any time without notice. James Richardson agree to above. Possession to be given 1st Sept., 1899, at latest." Although in the body of this contract the vendor was referred to as "James Richardson," it was signed "James Richardson & Sons," and they were the plaintiffs in this action. James Richardson was not a member of the firm.

The deed of conveyance and the mortgage deed were settled, executed, and registered.

The defendant James H. West obtained possession on the 1st September, 1899.