

it was said, had since spent \$1,100 in improvements upon the property.

The mortgagee, according to her evidence, was in actual need of the money, and upon pressing for payment was told by the mortgagor and purchaser that, unless she was willing to make a substantial rebate of the amount due, they would not pay it off, claiming the protection of the Act.

There was grave doubt whether Bessie Finstein was within the protection of the Act at all, as she voluntarily assumed her liability by her contract made in 1919—the Act being for the protection of persons who were under liability at the breaking out of the war, and who were prevented from performing their obligations by reason of the state of affairs and financial stringency which followed.

It was clear, however, that Bessie Finstein had not brought herself within the provisions of the Act, for she had not shewn that she was unable to meet the payments under the mortgage “by reason of circumstances attributable, directly or indirectly, to the present war.” She attributed her inability to the fact that she had spent her money in making improvements upon the property and “to the expense of all commodities owing to the war.”

It would be improper to allow this Act to be made use of for the purpose of compelling mortgagees to reduce the amount of their security in order to secure payment; and in this case it was satisfactorily shewn that this desire was really underlying the attitude of the present owner of the property; and therefore, unless the mortgage should be paid off within one month from this date, the mortgagee should be at liberty to take proceedings to realise the claim against the property.

It would not be proper to permit any action upon the covenant against the mortgagor. The mortgagee should be at liberty to add the costs of the application to the mortgage-debt, and the owner of the equity should indemnify the mortgagor against costs. Unless the parties liable to pay desired taxation, these costs should be fixed at \$25 and \$10 respectively.