The law is clearly laid down in the Encyclopedia of the Laws of England, vol. 4, at p. 325 (cited in full in *Townsend* v. *Rumball* (1909), 19 O. L. R. at pp. 435, 436). The contract here is for the removal of several different structures of different degrees of size and importance, *e.g.*, there is a hen house still on the premises. In *Townsend* v. *Toronto, Hamilton & Buffalo Rw. Co.* (1896), 28 O. R. 195, and in *Pelee Island Navigation Co.* v. *Doty* (1911), 23 O. L. R. 402, the defendants agreed to do one particular thing, and the sum contracted to be paid had reference to a single obligation.

In the present case there is no actual damage. The plaintiffs wished to get their property "away from the farm effect," and make it look like residential city property. No sale has been lost in consequence of defendant's default.

I enter a verdict for the plaintiffs for $5 damages with Division Court costs, defendant Rutherford to have the usual set-off of High Court costs.

As regards the third party, he is the one who has made the trouble, and he is adjudged to pay to the defendant Rutherford a sum sufficient to make good to the defendant whatever deduction he suffers from his full amount of costs as between party and party, including defendant's costs of and incidental to the third party procedure, otherwise no order as to costs for or against the third party.

Thirty days' stay.

HON. MR. JUSTICE MIDDLETON. MARCH 16TH, 1914.

CARRIQUE v. PILGAR.

6 O. W. N. 101.

Mortgage—Covenant to Insure—Inability to Find Company to Take Risk—Covenant Broken — Right of Mortgagee to Possession—Costs.

MIDDLETON, J., *held*, that where a mortgagor covenanted to insure, his inability to find a company ready to insure is no excuse for his failure to perform his covenant, and the mortgagee is entitled to possession.

Action for foreclosure and possession under a mortgage.

G. G. Plaxton, for plaintiff.

J. M. Godfrey, for defendant.