

the mortgagor to redeem and reap the unexpected profit, instead of the mortgagee, who has, all these years, had to forego his interest, besides having to pay taxes to protect an unproductive property from being sold by the municipality, and who also took the risk of losing his investment through the property being unsaleable?

I am of opinion that it does not; and, in view of the great delay on the plaintiff's part in seeking to redeem, I am unable to find in the evidence any fact or circumstance upon which a judicial discretion could be exercised in his favour. The Courts always discourage neglect and laches and claims of plaintiffs to equitable relief where they have unreasonably slept upon their rights. . . .

Some evidence was given by the plaintiff of payments made after the foreclosure, but in this he was contradicted by the defendant Wilkes, and, as between them, I would find that no such payments were made.

The action must be dismissed, and with costs, if exacted.

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DODGE V. YORK FIRE INSURANCE Co.—FALCONBRIDGE, C.J.K.B.—  
JULY 14.

*Fire Insurance—Builder's Risk—Building "in Course of Construction."*—Action to recover \$2,000 on a policy issued by the defendants insuring against fire buildings while in course of construction—a "builder's risk." The buildings were being put up for the North Ontario Reduction and Refining Co., and the plaintiff was a mortgagee. The buildings were damaged by fire on the 1st November, 1909. No work was done on the premises during the currency of the policy; the buildings were never completed; the workmen left in April. A watchman was employed from the 15th April to the 18th May, when he too was discharged. Then he nailed up everything and put padlocks on doors, etc. He continued to take to sort of neighbourly interest in the premises up to the time of the fire. Held, that, on this state of facts, the building could not in any fair sense be considered as "in course of construction"—it was not like the case of operations being suspended temporarily by reason of stress of weather or other immediate conditions. Upon this and other grounds, the action was dismissed with costs. W. J. McWhinney, K.C., and E. P. Brown, for the plaintiff. M. H. Ludwig, for the defendants.