

the agreement in question to the defendants, and that the defendants shall not proceed to seize or sell for interest or rent or for principal in default, under the notice given by them, until after the expiration of one month, and not then if the plaintiff in the meantime pays all arrears. The plaintiff is given one month to pay such arrears of interest and principal. Upon such payment, the agreement will stand as to money that thereafter may become due thereon, but the old proceedings are at an end, and new proceedings, if taken, will be as to future default, if any. If arrears are not paid within one month, the defendants will be at liberty to proceed as if this action had not been brought.

BRITTON, J.

MAY 30TH, 1914.

SIMBERG v. WALLBERG.

*Negligence—Death of Servant of Contractor for Demolition of Building—Collapse of Wall—Dangerous Condition—Action against Contractor and Owner—Independent Contractor—Workmen's Compensation for Injuries Act—Findings of Jury.*

Action by the administrator of the estate of Jacob Simberg, under the Fatal Accidents Act, to recover damages for Simberg's death, for the benefit of his widow and five children. The death occurred on the 7th October.

The action was tried before BRITTON, J., and a jury, at Toronto.

J. M. Godfrey, for the plaintiff.

L. Davis, for the defendant Wallberg.

W. H. Irving, for the defendant Lowes.

G. M. Gardner, for the defendant Gosnell.

BRITTON, J.:—Simberg was in the employ of the defendant Wallberg, who had a contract with the defendant Lowes, the owner of certain property known as number 92 Sherbourne street, in Toronto, to demolish and remove the dwelling-house and out-houses situate thereon. While so engaged, the north wall of an out-house, which it is alleged had been left in a