

ecuted prior to the 4th August, 1914, except by leave of a Judge granted upon application as hereinafter provided."

In my opinion, that section of the Act contains the general rule, but it is subject to the exceptions found in the later sections of the statute. By sub-sec. 3 of sec. 4 thereof, it is provided that where default is made in payment of interest, rent, taxes, insurance or other disbursements which the mortgagor has covenanted or undertaken to pay, the mortgagee shall have the same remedies, and may exercise them to the same extent, and the consequences of such default shall in all respects be the same, as if this Act had not been passed.

This leaves the mortgagee untrammelled where such a default has occurred. The mortgagor, however, can pay into Court or tender to the mortgagee the interest, rent, taxes, or other disbursements in question; and, if he does this, the mortgagee's proceedings must cease until he obtains an order under sec. 2.

The Act seems to be intended to render an application unnecessary where a mortgagor fails to pay his interest, taxes, insurance, etc., and to permit realisation as before the Act of both principal and interest and other charges; but where he pays interest, etc., it is designed to protect him from proceedings to compel payment of principal, unless by leave of the Court.

In this case, in view of the fact that there was interest in arrear when the proceedings were taken, it was not incumbent on the mortgagees to make any motion under the Act, and the application will be dismissed.

As the point arises for the first time, as I understand, and on a new statute, there will be no costs of the application to either party.

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LAUZON v. DOMINION STAMPING CO.—MIDDLETON, J.—APRIL 19.

*Nuisance—Damages—Injunction—Reference—Costs.*]—Appeal by the defendants from the report of the Local Master at Windsor in an action for an injunction and damages in respect of a nuisance. The plaintiff complained of noise, smoke, and noxious vapours from the defendants' factory, next door to the plaintiff's dwelling house. The judgment at the trial required the defendants to pay the plaintiff damages for the wrongs complained of, and directed a reference to the Master to ascertain the amount of such damages, "and in fixing such amount the Master shall assess the damages for the wrongs complained of