

Lawless who had entered into possession of the lands and so continued, and the defendants denied all allegations of negligence in respect to the rental, and counterclaimed a declaration that they were incumbrancers to the extent of \$1,000 and interest, and asked for payment thereof.

The date of the lease to Lawless, the 1st July, 1913, was, upon the evidence, the date at which the defendant became mortgagee in possession.

Considering the character of the property and the difficulty of suitably renting it during the period of the defendant's possession as mortgagee, it could not be found that he was chargeable with negligence in failing to rent the premises for part of the period or in not securing a higher rental while it was rented.

These facts being found, and it being admitted that the deed should be cut down to a mortgage or mere security, the differences between the parties may be adjusted between them, as it was understood between them at the trial. It was agreed that the defendant was entitled to interest at the rate of 10 per cent. per annum for one year and thereafter at the legal rate.

If the parties cannot agree, there will be a reference to take the account.

Judgment not to issue for a week, and in the meantime the parties shall endeavour to adjust the account. The question of costs may be spoken to.