

Court had no power to relieve from the stipulated consequences of default; and (2) that the mortgagee was entitled, as a condition of any relief granted, to three months' interest in addition to the interest earned and to be earned.

The mortgage being subsequent to the 4th August, 1914, the provisions of the Mortgagors and Purchasers Relief Act, 1915, could not be invoked to aid the mortgagors.

In *Todd v. Linklater* (1901), 1 O.L.R. 103, it was held that where, under clause 16 of the Short Forms of Mortgages Act, the mortgagor is entitled to relief, all the consequences of default are at an end. But the mortgagee contended that this covenant provides solely for acceleration upon default of payment of interest and for relief upon payment of arrears of interest, and that, where the acceleration takes place not by reason of default in payment in interest, but of default in payment of taxes, there is no provision for relief. The learned Judge, however, was of opinion that the addition to the statutory covenant was in effect a qualification of or addition to the covenant; and he felt warranted in reading into the power to relieve the same qualification and addition.

The power of the Court to relieve against oppressive and unfair forfeiture is not as narrow as contended for by counsel for the mortgagee: *Kilmer v. British Columbia Orchard Lands Limited*, [1913] A.C. 319; *Empire Loan and Savings Co. v. McRae* (1903), 5 O.L.R. 710.

The learned Judge was also of opinion that the mortgagee was not entitled to a bonus of three months' interest. The stipulation is in effect for a penalty.

In the result, the litigation appeared to have been occasioned by the unfounded claims of the mortgagee, and she must bear the costs.

The learned Judge also suggested legislation which might afford to mortgagors a protection analogous to that afforded to the assured in regard to variations from statutory conditions in insurance policies.

BOYD, C.

NOVEMBER 29TH, 1915.

*LATIMER v. HILL.

Parent and Child—Liability of Parent for Maintenance of Foris-familiated Child — Contract — Implication — Quantum Meruit.

Action to recover the money value of the maintenance of