premises. But under the terms of the lease the landlord was to pay these taxes, and, having paid them, he cannot sue his covenanting tenant for the amount as damages under the covenant not to assign without written leave. It was an incident of the tenancy (if by a separate school supporter) that these extra taxes should be paid—but having accepted the separate school supporter as his tenant, there is no breach of the covenant applicable to the situation. The Master founds himself on Walrond v. Hawkins, L. R. 10 C. P. 342, and that is an authority recognized as of decisive weight in Lawrie v. Lees, 14 Ch. D. 249, . . . 7 App. Cas. 19, 30.

The report is confirmed with costs, and judgment to be entered for plaintiff for $77 and Division Court costs, with set-off to defendant for costs on High Court scale of action and appeal as between solicitor and client pursuant to Rule 1132, and the difference to be paid by the party indebted.

CARTWRIGHT, MASTER. JANUARY 31ST, 1906.

CHAMBERS.

WENDOVER v. RYAN.

Security for Costs—Rule 1198 (d)—Costs of Former Proceeding Unpaid—Merits—Discretion.

After the judgment in Wendover v. Nicholson, 6 O. W. R. 529, the plaintiff brought this action against Mrs. Ryan to set aside the mortgage made to her by the defendant in the former action.

The defendant in this action moved for security for costs under Rule 1198 (d), because the costs awarded against plaintiff under order of 22nd April, 1905, had not been paid.

R. D. Gunn, K.C., for defendant.

W. H. Blake, K.C., for plaintiff.

THE MASTER:—If the proceedings which were set aside by the order of Mr. Justice Teetzel can properly be considered as interlocutory, and as an unsuccessful attempt to enforce execution, then under the decision in Keogh v. Brady, 6 O. W. R. 846, the motion must be dismissed. If, however, this is a wrong view of the former proceeding, still on the merits I do not think the motion should prevail. The poverty of plaintiff has been caused by the conduct of defendant's