

RE CENTRAL CANADA LOAN AND SAVINGS CO. AND YANOVER—
LENNOX, J., IN CHAMBERS—JUNE 19.

Mortgage—Mortgagors and Purchasers Relief Act, 1915—Interest—Leave to Proceed for Foreclosure or Sale.]—Motion by the company, mortgagees, for an order under the Mortgagors and Purchasers Relief Act, 1915, allowing them to take proceedings for foreclosure or sale. LENNOX, J., said that the amount owing upon the several mortgages or charges held by the plaintiff company was \$9,349.50 or upwards. Levinter, one of those liable upon the mortgage, swore that he was “engaged in the retail furniture business in Toronto, and, owing to the financial conditions brought about by the war, found it difficult to collect moneys owing for furniture sold.” Assuming that he meant that he actually could not collect sums owing to him which but for the war he could have collected, he did not shew the amount of these assets, and it was hard to conceive that he could in any case be relying upon this source of supply to meet a claim of upwards of \$9,000. But he also swore that the property was worth, as conditions were, as much as \$31,000; so it was not a case of inability to meet the mortgagees’ claim, but a question of who should be at the loss of the difference between $5\frac{1}{2}$ per cent. and the interest value of money at the present time; the money could be obtained, but it would cost more for interest charges. There was no statutory intention, and no justice in holding, that the creditor was to be the one to bear the loss in such case. Order for leave to the company to proceed upon their several charges in the terms of the notice of motion after the expiration of 20 days, with \$10 costs to be added to and recovered with the claim under the first charge. E. G. Long, for the company. M. H. Ludwig, K.C., for the persons to be made defendants.

BRADSHAW V. GROSSMAN—MASTER IN CHAMBERS—JUNE 19.

Pleading—Reply—Motion to Strike out Parts of—Questions of Law and Fact to be Disposed of at Trial—Leave to Rejoin—Notice of Trial—Motion to Strike out as Irregular.]—Motion by the defendant Caplan to strike out the plaintiff’s notice of trial as irregular and to strike out portions of the reply; and motion by the defendant Grossman to strike out a portion of the reply. The Master said that he was bound by the decision of MIDDLETON,