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Master said that the plaintiff, after her husband's death, left Ontario and went to British Columbia. She made her affidavit of documents at Vancouver on the 17th October. So far as appeared, she had never returned to Ontario; and the affidavits filed in support of the motion made it reasonably certain that she did not intend to do so. The policy was for \$1,000, and the plaintiff's husband died 13 months after it was issued. Only \$43.65 was paid in premiums during the husband's life. The Master said, with regard to the amount of security, that it might be a question whether the defendants, if successful, would be bound to return the premiums. That could not be decided now; but the plaintiff would be entitled to the benefit of the sum of \$43.65; and should be allowed to proceed with the action on paying into Court \$150 or giving a bond for \$300, in the usual time. *Michaelsen v. Miller*, 13 O.W.R. 422, referred to. *F. S. Mearns*, for the defendants. *H. H. Davis*, for the plaintiff.

# **BRODIE v. PATTERSON.**

*Ontario High Court, Cartwright, M.C. February 9, 1912.*

MORTGAGE (§ VII C—155)—*Redemption—Extension of Time for.*—Motion by the owner of the equity of redemption in certain islands in Lake Superior, valued by him at \$50,000, to extend the time for redemption until the 9th March next, with a view to enable him to redeem by a fresh loan or a sale. By the report, \$12,125.31 was found to be due. The Master said that a similar motion was successfully made, not only once but three times, in *Imperial Trusts Co. v. New York Securities Co.*, 9 O.W.R. 45, 98, 730. So, too, in *Mitchell v. Kowalsky*, 14 O.W.R. 792. In the latter instance the time was extended until the 4th February, 1910, and again on that date to the 14th March. Then, as in the *Imperial Trusts* case, the mortgage was paid off. The mortgagees in each case got their money with all proper and just allowances and costs, and the mortgagors either received a substantial balance, as in the first case, or recovered the property, as in the other. The only question, therefore, was, on what terms should the reasonable request of the mortgagor be granted? Here the facts, as stated on the argument, were more favourable to the application than were those of the two reported cases. The mortgage here was not of such long standing as that of the *Imperial Trusts* Company, and it had been reduced by the liquidation of a collateral security. An order was, therefore, made extending the time as asked; interest to be paid at the rate of 5 per cent. upon the aggregate amount fixed in the report, which would be settled and inserted in the order. To this would be added the costs of

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