

On this head Mr. Patterson has nothing to say. He does not deny that the position of a mortgagor, upon selling subject to the mortgage, is altered from that of debtor to that of merely a surety for the payment of the debt, and *that*, not by reason of any contract with the mortgagee, but notwithstanding his contract. The new relationship does not depend for its existence upon any contract with the mortgagee. His rights are not affected prejudicially by an increase in the number of his sureties. He must only see that he does not infringe their rights. To enforce payment from the mortgagor in the first instance is to begin at the wrong end of the string; for the mortgagor, under the circumstances in question, is the very last man who ought to be called upon to pay.

With respect to the Milburn mortgage, I never questioned the proposition that a deed absolute in form may be held to be merely a mortgage. What I did say was: "That a short form deed from A. to B. may be read as a mortgage from C. to B. is certainly a discovery." Mr. Patterson does not cite, and I have been unable to find, any authority whatever for such a singular form of mortgage, except *Walker v. Dickson*.

September 15th, 1893.

A. C. GALT.

UNPROFESSIONAL ADVERTISING.

To the Editor of THE CANADA LAW JOURNAL:

SIR,—Placards bearing the following inscriptions, and visible from the street, are hanging on the walls of a ground floor office of a "solicitor" practising on Yonge Street, in this city:

"Every description of legal business carefully attended to at moderate charges." "A will made is money saved." "Foreclosing mortgages, \$25." "Proving wills, \$5." "Wills drawn, \$2." "Accounts collected up to \$10, \$1." "\$10 to \$50, \$2." "\$50 to \$100, \$3."

Perhaps this gentleman is the best judge of the value of his own services.

JUNIOR.

Toronto, Sept. 18th, 1893.

ANSWERS TO CORRESPONDENTS:—We have received a letter from "Law Student," Stratford. We cannot depart from our usual rule, not to reply to letters unaccompanied by the name of the writer. If "Law Student" will send us his name and address, we think we can, perhaps, satisfy him upon the questions asked.