If the profession does nothing in the matter, outsiders certainly will not. The motto ought to be, "The Lord helps those who help themselves."

BARRISTER.

Sudbury, Ont.

[We cannot begin to publish all the letters we receive on this subject. The evil is one that needs no further comment. Our brethren in the country especially are treated most unfairly, and we trust that the Benchers will see what can be done in the direction of the very sensible suggestion referred to by our correspondent. As to the Division Court clerk above spoken of, he should be at once disciplined by his Judge, or the Inspector, who would doubtless take the matter up upon any overt act being brought to his attention. We recently had the pleasure of assisting to "bring to time" a similar offender. The Judge took the matter up at once and put an end to the "depredations" of an officer of his Court, who apologized amply and promised never to do it again.—ED. C.L.J.]

SALES BY MORTGAGEES.—The rules of equity as between mortgagor and mortgagee have been slowly modified in favor of the latter, and not without reason. Originally, no doubt, the theory was that the mortgagee was more or less of an usurious oppressor, grinding the faces of the poor, and a man against whom equity would give as much relief as possible. The fact at the present day, of course, is that the mortgagee, being only too thankful if he can find a safe investment for his money with a reasonable rate of interest, is in the position of the man who receives, rather than grants, a favor in respect of the mortgage transaction. To this fact may, perhaps, be attributed the increasing disposition of the Courts to facilitate the exercise by a mortgagee of his power of sale. The strictness of the old rule is illustrated by the remark attributed to Lord Eldon that the mortgagee is a trustee for the mortgagor in the exercise of his power. It was afterwards decided that if the power is exercised bona fide the validity of the sale is not affected by the fact that its terms are disadvantageous to the mortgagor. In other words, the mortgagee is not bound to obtain the best terms he can, having regard to the mortgagor's interest. And the Court of Appeal has recently held that a sale to one of several mortgagors at a sum representing the amount due on the mortgage for principal, interest, and costs—so as to leave no surplus whatever—is good if made bona fide.—*Law Journal (Eng.)*