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Correspondence.

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MORTGAGEE v. PURCHASER.

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To the Editor of THE CANADA LAW JOURNAL :

DEAR SIR,—I have perused Mr. Marsh's letter to you respecting my recent contribution to THE CANADA LAW JOURNAL upon the above subject, published in your recent issue of October 16.

I was fully aware of his very able articles upon the same subject published in *The Canadian Law Times*; but if he means to suggest that my humble contribution was, in any respect, forestalled by his own, I beg to deny it.

As I understand his argument, he based the mortgagee's right upon three grounds, which are stated in 2 C.L.T. 50, as follows :

(1) The right of a third person to sue on a contract made in his favour.

(2) The doctrine of subrogation.

(3) The doctrine of trusts.

In applying the principles involved in this threefold argument, he seeks to fix the purchaser with liability, not by reason of the existence of any privity, but *in spite of an assumed want of privity*.

It would have been more satisfactory if the passage or passages in his article in which (as he gives you to understand) he questioned the want of privity argument had been pointed out in the letter. So far as I am aware, there is no such passage in it, nor have I seen any such contention anywhere.

My learned friend's article and mine were designed for the same purpose. His would not work, as he admits, and he has withdrawn it from the market. Is it not possible that its defect, and its only defect, was want of privity? Mine has only just been offered to the public, and it is unlike a generous fellow-craftsman to discredit the article before it has had time to be tested.

A. C. GALT.

Toronto, October 18.

[We refer to the above in our editorial columns. We regret that, owing to an error in proof reading, the word "priority" appeared instead of "privity" in the fourth line of Mr. Marsh's letter.—ED. C.L.J.]