The appellant company possessed the status of an incumbrancer, with all the rights incident to that status: Federal Life Assurance Co. of Canada v. Stinson (1906), 13 O.L.R. 127; Scott v. Swanson (1907), 39 Can. S.C.R. 229; Cahnac v. Durie (1863), 9 Gr. 485.

When the appellant company redeemed the plaintiff, it became, as against the respondent Keers, the mortgagor, entitled to a judgment of foreclosure, unless redeemed by payment of the full amount due on both its securities: Gilmour v. Cameron (1857), 6 Gr. 290, 299, 302.

Neither marshalling, in the strict sense, nor consolidation as against Ferguson or Gray, could properly be directed in this case.

But the appellant company was entitled to have the respective interests of Keers, Ferguson, and Gray ascertained, and the moneys due under the first mortgage apportioned so that each of them should be entitled to redeem his undivided interest on payment of the proper amount: Flint v. Howard, [1893] 2 Ch. 54.

The report should be set aside and the matter referred back to the Master in order that he may inquire and report the respective proportions in which the equity of redemption is held by Keers, Ferguson, and Gray, and in order that he may apportion the amount due on the first mortgage for principal, interest, and costs, among the three, in proportion to their respective interests, and directing that Ferguson may redeem his interest by payment of his proportion of the principal, interest, and costs due to the appellant company on the first mortgage, and that in default of redemption Ferguson may be foreclosed; and that Keers shall be entitled to redeem his interest on payment of his proportion of the first mortgage, plus the amount due the appellant company, for judgment debt, interest, and costs, according to its claim as proved.

The learned Judge said that he was unable, from lack of data, to give directions regarding Gray's rights. This point might be mentioned to the Judge if the parties differed.

Leave to apply in this action should be reserved, so that, when the proceedings for foreclosure and redemption should be concluded, partition or sale might be had in this same action between the several persons who will then hold the lands, clear of incumbrances, as tenants in common.

The appellant company should have its costs of the appeal against the respondents.