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IT is not often that counsel have occasion to teach a wholesome lesson to their clients by throwing up their briefs; but when the occasion does arise it is refreshing to see it done with a promptitude and determination calculated to impress the public with the fact that the profession knows what is due to its honour. An occasion of this kind arose the other day, and one of the leaders of the Bar was not slow to appreciate the situation and act accordingly. Mr. S. H. Blake, Q.C., felt that the action of the corporation of the City of Toronto in repudiating what he had done under their instructions (couching it in language imputing unworthy motives) was not merely an insult to himself, but was something which he owed to the profession to mark with strong reprobation. He accordingly returned their briefs and declined to act for them any longer. The Council made an ample apology, and urged him to resume his position as their counsel, which he was persuaded to do. A good lesson was well taught, and well learned.

THE case of *The Trust & Loan Co.* v. *Stevenson*, 21 O.R. 571, discloses the necessity of care on the part of mortgagees in making contracts with third persons for the payment of the mortgage debt. In order to prevent the Statute of Limitations from running against him, a mortgagee must bear in mind that it is not enough for him to be able to show that the interest on his debt has been paid up to a point within the statutory period for bringing an action to enforce his security, but he must also be able to show that the payment has been made by some one who was authorized to make the payment so as to prevent the statute from running in favour of the person in actual possession of the mortgaged premises. Not every payment on account of a mortgage will give a new starting point for the statute in favour of a mortgagee. In the case referred to the plaintiffs' mortgage was made by one Edgar. Edgar became bankrupt; his equity of redemption was sold by his assignee to Stevenson, who held a mortgage subsequent to the plaintiffs'. Stevenson sold the land in 1869 and covenanted against incumbrances, but, so far as appears from the report, made no other contract with his vendees to pay off the plaintiffs' mortgage. Stevenson's vendees went into possession. After Stevenson had sold he, in consideration of an extension of time, made a contract with the plaintiffs to pay them their principal and interest, reciting (contrary to the fact) that he was the owner of the equity of redemption. Under this contract the interest was paid by Stevenson and his representatives down to the year 1890. Stevenson's vendees had in the meantime continued in possession and had never acknowledged in any way the plain-