

the equity lawyers at the Bar, his wide and yet minute acquaintance with every branch of jurisprudence, his experience as a law officer of the Crown, his high culture, and his rare intellectual endowments qualified him in every way for the honour that has been conferred upon him. To Sir Horace Davey himself the judicial atmosphere of the Court of Appeal will doubtless be a welcome change from the strain and turmoil of life at the Bar, and the fitful fever of his chequered political career. To the Court of Appeal he will prove a tower of strength. Not the least important circumstance in connection with his appointment is the fact that it at once removes the preponderance which has for some time existed of common law over equity judges in the Court of Appeal, and forms a coign of vantage from which the legal profession and all who are interested in the symmetry and the efficiency of our juridical system may reasonably hope to secure the removal of the same anomaly from the House of Lords, where it has attained to still more startling dimensions."

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#### CONSOLIDATING MORTGAGES.

The right to consolidate mortgages is one sanctioned by courts of equity for the purpose of carrying out the well-known maxim, that "he who seeks equity must do equity." But it would seem that the courts have begun to entertain some doubts whether, after all, in giving a legal sanction to this claim, they have not been acceding to a demand which is not altogether equitable. *In re Raggett*, 16 Ch.D., at p. 119, James, L.J., said: "I am not disposed to extend the doctrine (of consolidation) to any case which I do not find already covered by some authority or logically deducible from what has been laid down by some authority"; and in the recent case of *Re The Union Assurance Co.*, 23 O.R. 627, the Divisional Court of the Chancery Division, adopting this principle, have held that the right of consolidation cannot be set up where a mortgagor, or owner of the equity of redemption, has a legal right to money in the hands of the mortgagee. In that case the London and Canadian Loan and Agency Co. held two mortgages covering different properties. Lang was the owner (by purchase) of the equity of redemption in both properties; he insured the buildings on one of the properties, and