was a voluntary deed made without any consideration paid or intended to be paid by her Her claim to relief does not arise out of any contract of suretyship to which the creditor is a party. What she asserts is an equity to have her land discharged of the mortgage, on the ground that the creditor by his agreement with the mortgagor has tied his hands, so that her right of action upon the latter's covenant with her is delayed. But does such an equity arise in favour of a volunteer—an equity to deprive the creditor of her estate merely in consequence of his having, without her consent, extended the time for payment of the mortgage? I think there is great force in the observations of MOWAT, V.C., in *King* v. *Keating*, 12 Gr. 29, on this subject. There the defendant had made a voluntary settlement on his wife and children, void as against his creditors, and the plaintiff's execution creditors filed a bill to set it aside. It was contended that the *cestuis que trustent* had become to the extent of the property sureties for the debts of the settlor to which the property was liable; and that as these creditors had abandoned or negligently lost the right to enforce certain *fi. fas.* against other property of the settlor, the *cestuis que trustent* were released (as regards the settled property) from the debt. The learned judge said: "I am not prepared to hold that a creditor is shackled in his dealings with a debtor who has made a voluntary settlement by rules which affect the relation of principal and surety; and that the voluntary grantee is entitled to keep the property if the creditor has given a day's time to the debtor, or has varied in the slightest degree his contract with the debtor after the execution of the settlement. The rules which the defendants desire to invoke are considered necessary in order to do justice to sureties, but it does not follow that they would be just between voluntary grantees and the creditors of the grantor. I think they would be most unjust and entirely indefensible if applied in such cases, and no authority or dictum was cited to me in favour of so applying them." These observations appear to me to apply forcibly to the contention of the defendants in the present case. It may well be that the plaintiff is precluded from setting aside the deed, yet I do not think it follows that the defendants can invoke against him the strict application of the equity of a surety to be discharged by reason of time being given to the principal debtor, a doctrine which has been said to be a refinement of a court of equity, and which in a case like this would be productive of the highest in-equity. *Petty* v. *Cooke*, L.R. 6 Q.B. 790.

I refer also to *Clough* v. *Lambert*, 10 Sim. 174, from which I draw the inference that a wife cannot set up the husband's voluntary covenant in support of an equity, which would destroy the right of the creditor to enforce his mortgage.

(In strictness this defence is not open to the defendant on the pleadings, an objection which is taken by the reasons of appeal. It was not put forward on the first reference, and is quite inconsistent with the position taken by her in the former action of *Ferguson* v. *Kenney*, in which she repudiated the covenant, and swore that it was inserted in the deed without her assent, and that she neither claimed nor ever had claimed any rights under it. If she is now permitted to set it up *quantum valeat*, I should say it ought only to be upon the terms of admitting what may not have been strictly proved before the referee in