

during that period. It would probably not be to the advantage of either party to tie up the lands at a time when it might be desirable to make sales. No doubt, however, an understanding with regard to this can be arrived at between the parties.

And, as between the plaintiffs and the defendants the Leadlays, there seems to be no reason why judgment should not be pronounced to the effect indicated.

This settlement of the matter as between the principal parties renders it unnecessary to deal at length with the grounds taken by the plaintiffs in support of their appeal against the defendants the Leadlays. It is sufficient to say that the testimony fully warrants the plaintiffs in now withdrawing all the charges of fraud or want of good faith against them. The evidence displaces any idea of improper dealings on the part of those concerned or taking part in the making of the mortgage to Leadlay and Hook, or the agreement following the mortgage, enabling disposal of the mortgaged parcels to be made by the plaintiffs, and postponing the mortgage to the floating liabilities, or of the transfers of the equity of redemption to the mortgages. It was abundantly established that whatever different views might now be entertained in the light of subsequent events with regard to the business prudence of the step, the conclusion at the time to release the equity of redemption to the mortgagees, under an arrangement whereby the other creditors of the plaintiffs were paid off and the plaintiffs saved costs and expenses, was well justified by the then outlook or prospects. But it is not now necessary to discuss these subjects or the legal aspects. It only remains to consider the position of the defendants the Moores in virtue of the agreements with the Leadlays of which they are the holders. There is no difficulty created by reason of the defendant John T. Moore having assigned the benefit of the various agreements to his wife and son, or because the former is now the sole assignee. The right under the agreements attained no higher or better position in consequence of the assignments; and the case can be dealt with as if the defendant John T. Moore, with whom the agreements were made and who is the only one of the Moores named in them, was the sole party interested.

The position that John T. Moore occupied towards the plaintiffs affords ground for the argument that he could