ply of agency, and in order to discharge the paying mortgagor from further liability, there must either be an express authority from the mortgagee to receive the money, or else an authority for that purpose necessarily implied from the course of dealing between the parties; and the onus of establishing this is always upon the mortgagor." It is also clearly settled by the cases above referred to that an authority to receive the interest confers no authority to receive the principal, and also that, in the words of Boyd, C., "The custody of a mortgage upon land gives no right to the custodian, be he solicitor of the mortgagee or not, to receive any part of the principal or interest secured."

The dictum just quoted suggests one of the most interesting and important features of these cases, viz., the effect of the possession by the solicitor of the security in respect of which payment is made. In the case of *In re Tracy*, above cited, it is suggested in the judgment of Osler, J., that if the solicitor in possession of the mortgage, who had received payment of the principal and interest, had been entrusted also with the discharge of the mortgage, "the case would have presented a very different aspect." It is very doubtful, however, whether that learned judge would have seen any reason to alter his decision even had the defaulting solicitor been in possession of the discharge, as well as of the mortgage, although so far as we are aware there is no express Canadian authority on the point. If the question should arise it would probably be decided on the authority of the old case of *Viney* v. *Chaplin*, 2 De G. & J. 468 That case, which was decided in 1858, and which is of special interest to conveyancers, though now no longer an authority in England for a reason which will be noted presently, lays down what Brett, L.J., in a subsequent case, called a "most wholesome" rule, viz., that the mere fact that a solicitor has in his possession a deed executed by his client does not give him authority to receive for his client the consideration for the deed. That rule, whether "wholesome" or not, is still binding in Ontario, although in the tribunals from which it emanated it has been abrogated by the 56th section of the Conveyancing and Law of Property Act, 1881. So many provisions of that important Act were adopted in their entirety