if the effect of the revision of the statutes were to bring into force again a provision which had been repealed a year before.

Section 20 of 47 Vict., c. 19, having been superseded by s. 5 of 49 Vict., c. 22, should certainly have been omitted in the revision of the statutes, but I cannot see that its retention there gives rise to the conflict which you apparently find.

Ottawa, Sept. 11th, 1893. BARRISTER.

[We refer to the above letters in another place—*ante* p. 545. —ED. C.L.J.]

RIGHTS AND REMEDIES IN A FORECLOSURE ACTION.

To the Editor of THE CANADA LAW JOURNAL:

SIR,—In reply to the letter of Mr. George Patterson, of Winnipeg, which appeared in this journal on the eve of vacation, criticizing the views I ventured to take of *Walker* v. *Dickson*, 20 A.R. 96, in your May number, I would like to add a few words.

One portion of my argument was certainly based upon the principle enunciated (although not for the first time) in *Campbell* v. *Robinson*, 27 Gr. 634—a case which I showed to have been approved and followed in our Ontario courts.

"But," says Mr. Patterson, "its authority has been very much weakened, if not expressly overruled, by the Supreme Court in *Williams* v. *Balfour*, 18 S.C. 472."

That was an action brought in Manitoba by a mortgagee against a mortgagor, and the defendant set up that in giving the mortgage he was acting merely as trustee for a syndicate, and he sought to have the members of the syndicate made parties and ordered to contribute to the payment of the mortgage debt. The plaintiff thereupon amended his bill, charging that the new defendants had executed a bond in favour of the original defendant, whereby each of them bound himself to pay the plaintiff $390, etc.

The plaintiff succeeded at the trial, and (by an equal division of opinion) in the court *in banc*.

On appeal to the Supreme Court, by three of the defendants, it was found that the *execution of the bond by the appellants had not been proved*.

It is difficult to see in what respect the principle of *Campbell* v.