cause he thought the countervailing equities would render it inequitable to grant the relief under the circumstances of that case.

But whether the mortgagor's interest is to be considered as "an estate," or not, it seems clearly established that it is an estate of a somewhat anomalous character, and may be released and surrendered by acts of the party entitled thereto, indicating a clear intention of abandoning the right of redemption, without any formal release or conveyance: See *Smyth* v. *Simpson*, 7 Moo. P. C. 223, S. C. 5, Gr. 104; *Holmes* v. *Matthews*, *Ib.* 108; *Roaeh* v. *Lundy*, 19 Gr. 243.

It seems somewhat difficult to reconcile the dictum of Boyd, C., in *Martin* v. *Miles*, which we have quoted, with the principle on which *Skae* v. *Chapman* and *Kay* v. *Wilson* were decided. If the equity of redemption be an estate, and not a mere equitable right, the enforcement of which is subject to the discretion of the court, it is difficult to see how redemption can properly be refused in any case on the mere ground of laches, where the delay has not exceeded the period allowed for bringing an action by the Statute of Limitations. One of two conclusions seems inevitable, either that the dictum of Boyd, C., is too wide, or the cases of *Skae* v. *Chapman* and *Kay* v. *Wilson* cannot have been well decided.

The principle on which *Faulds* v. *Harper*, 2 O.R. 405, proceeded, received a further confirmation in *Martin* v. *Miles*, and the doctrine was reaffirmed that any person having any interest in the equity of redemption is entitled to redeem the whole mortgaged estate, and his right of redemption is not limited to the redemption of the particular estate or interest he may have in the equity of redemption. In *Faulds* v. *Harper* the equity of redemption was vested in several tenants in common, some of whom were, and some of whom were not, barred by the Statute of Limitations, and it was held that the mortgagee could not claim that as to the shares of those who were barred the estate was irredeemable; and now in *Martin* v. *Miles* it has been determined that the foreclosure of a part owner of the equity of redemption does not render the interest foreclosed irredeemable as against a part owner who is not foreclosed, but that the latter, if entitled to redeem at all, is entitled to redeem the whole mortgaged estate, absolutely, notwithstanding the foreclosure. *Faulds* v. *Harper* is, we believe, now standing for judgment in appeal; but the principle which the Divisional Court laid down in that case we think will be found to be the correct one.

There is one practical lesson to be learned from the case of *Martin* v. *Miles*, which practitioners will do well not to overlook, and that is the necessity of joining, as defendants in an action for foreclosure, the lessees of the mortgagor, and in fact all persons claiming under him, however small their interest may be; for so long as any interest exists unforeclosed, the parties entitled thereto are entitled to insist on redeeming the mortgagee. In the case of *Martin* v. *Miles* we understand it was alleged that the mortgaged property had greatly increased in value since the foreclosure of the mortgagor, and hence the desire of the lessee to redeem.

JUDGE GOWAN.

It is at all times a most delicate task to write even a brief memoir of a public man who is still living. Much that, in justice, ought to be said in praise of your subject will sound like adulation; while to criticize with freedom will expose you to the imputation of unpleasant fault-finding. It is still more difficult, perhaps, to review the career of a man, eminent as a judge, who has retired full of honors from the service of his country, after discharging judicial duties for a period exceeding 40 years, especially when one feels a warm personal regard for the man. The length of this term of service is almost un-