

Mortgages and also with the species known as Bristol Bargains, was found to be so peculiar as to necessitate its classification as a distinct species to be known henceforth as *Triangularis*.

Notwithstanding the opinions of the appellate court, we doubt whether the form of mortgage they have sanctioned—the shortest form on record, we imagine—will meet with any general acceptance by conveyancers. We shall listen with a good deal of curiosity to the opinion of their Lordships when such a mortgagee comes to the court to enforce his security against such a mortgagor.

The rule of Practice above referred to is deserving of more serious attention. It is thus expressed in the headnote:

"It is not proper, in an action for foreclosure, to join as original defendants the intermediate purchasers of the equity of redemption, and to order each one to pay the mortgage debt and indemnify his predecessor in title."

The right of a defendant in a foreclosure action to relief against a co-defendant was well established even before the Judicature Act. *Campbell v. Robinson*, 27 Chy. 634, is a leading case upon the subject. There the plaintiff held two mortgages made by the defendant Graham, who subsequently conveyed the lands to the defendants Robinson and Davidson, subject to the mortgages. The plaintiff filed his bill against Graham, claiming relief upon the covenant and against Robinson and Davidson, as being the parties entitled to redeem. Graham, by his answer, prayed relief against his co-defendants—that they should be ordered to pay to the plaintiff the amount which he (Graham) was liable to pay to the plaintiff.

After a careful examination of the authorities, the late Chancellor Spragge gave judgment in favour of Graham's contention. His Lordship, having pointed out that Graham occupied the position of surety for payment of the debt, went on to say: "And it is clear also that it is the right of a surety, upon the debt being in default, to call upon the party as to whom he stands in the relation of surety to pay the debt. This being the case, the question that remains is whether the surety Graham can have that relief against those for whom he is surety in this suit, and I see no good reason why he should not. It falls within the principle laid down by Lord Eldon in *Chamley v. Lord Dunsany*, 2 S. & L. 718, on appeal: 'Where a case is made out between defendants, by evidence