of subsequent dealings, to which the creditor is not a party, become as between themselves principal and surety, and the creditor with notice that such relation had arisen is bound to observe it: *Liquidators of Overend Gurney & Co.* v. *Liquidators of the Oriental Bank*, L.R. 7 H.L. 348; *Oakeley* v. *Pasheller*, 4 Cl. and F. 207; *Bailey* v. *Griffith*, 40 U.C.R. 418; *Swire* v. *Redman*, 1 Q.B.D. 536; *Birkett* v. *McGuire*, 7 A.R. 33 (reversed in Cassels' S.C. Dig., p. 332, not reported). There is no reason in principle why, in such a case as the present, the purchaser of the equity of redemption should not, in the absence of any other controlling circumstances, be regarded in relation to the lands as standing in the position of surety to the mortgagee. Of that opinion was MOWAT, V.C., in *Gowland* v. *Garbutt*, 13 Gr. 578. See also *Barnes* v. *Mott*, 64 N.Y. 397. As between themselves, the mortgagor is primarily and the land secondarily liable for the debt, and the case falls within that class of cases in which, without any contract of suretyship, "there is a primary and secondary liability of two persons for one and the same debt, the debt being, as between the two, that of one of them only, and not equally of both, so that the other, if he should be compelled to pay it, would be entitled to reimbursement from the person by whom (as between themselves) it ought to have been paid": (*Per* Lord Selborne in *Duncan, Fox & Co.* v. *N. & S. Wales Bank*, 6 App. Cas. 1-10.) I cannot see that the absence of a personal liability on the part of the purchaser to the mortgagee makes any real difference (as it does not in the converse case); the thing is that the debt is charged upon his property, or property which has become his, and therefore the case was properly compared, by the learned judge below, to one in which the owner of land has in the first instance directly mortgaged it as security for the debt of another, without himself covenanting for payment. I should, therefore, but for the fact which I shall presently mention, have been disposed to agree with the learned judge that as time for payment of the principal debt was extended by the renewal of the notes current at the date of the sale to the defendant, her position had been altered to her possible prejudice, and that she was therefore entitled to insist that the mortgage was no longer a charge upon the lands. In its circumstances the case is novel, but in principle it appears to me that this would be a proper conclusion. But it by no means follows that the result would have been the same if the covenant had been merely the ordinary covenant against encumbrances, the right of action upon which could hardly have been affected by any agreement between mortgagor and mortgagee to extend the time for payment of the mortgage. There are, however, two grounds, neither of which seems to have been brought to the notice of the learned judge, on which, in my opinion, it should be held that defendant is not entitled to set up the defence on which she has succeeded below. One is that it is nowhere found that the plaintiff had any notice of the existence of the covenant on which she bases her right to be considered as a surety for the mortgagor. It may be that this has been assumed from the undoubted fact that the plaintiffs were cognizant of, and approved of, the intention of this mortgagor to convey the equity of redemption to the defendant. But there is no evidence that they ever saw the deed or knew that so unusual a clause was intended to be, or had been, inserted therein. The other ground is one to which I have already alluded, that the deed to her