

advised the whole transaction, and did not warn his client, Bryans, of the effect. That contention was well-founded. A solicitor is not allowed to advantage himself by his own neglect or ignorance: *Gemmill v. Macalister* (1863), 7 L.T.R. 841, and other cases.

Looking at it from another angle, the solicitor must be held to have consented to the substitution of the new mortgage for the old and to be bound as surety for the new as for the old.

But, before the default on the part of Peterson, he had been released. The creditor must keep his securities from the debtor in the same condition as when the guaranty was given; and, if registration or the like be necessary to make them valid and effective, he must register: *Watson v. Alcock* (1853), 1 Sm. & G. 319, and other cases.

To make a chattel mortgage a valid security for all purposes, it must be filed; and, before the end of the year, a renewal statement must be filed. The chattel mortgage was filed, but no renewal statement was filed. Thereupon the mortgage was effective between mortgagor and mortgagee only, and the rights of creditors became paramount. This may have done no harm in fact, but that is not the test. The surety himself must be the sole judge whether or not he will consent to remain liable notwithstanding the alteration; and, if he has not so consented, he will be discharged. See *Ebert v. National Crown Bank*, [1918] A.C. 903, 908, 909; *Croydon Gas Co. v. Dickenson* (1876), 2 C.P.D. 51.

The learned Judge said that he could see no difference (to the disadvantage of the surety) between an alteration in the express contract between creditor and debtor and in the implied contract between creditor and surety. Here the creditor desired the surety to accept a chattel mortgage invalid against creditors for one valid against creditors. This was not a case where it was "without inquiry evident that the change is unsubstantial, or that it cannot be otherwise than beneficial to the surety:" the *Egbert* case (*supra*), at p. 908; and the surety is relieved.

The subsequent conduct of Peterson may give rise to some other and different right in the plaintiffs, but the Court is not called on to express any opinion on that point.

The appeal should be dismissed with costs.

MAGEE, J.A., and CLUTE and SUTHERLAND, JJ., agreed with RIDDELL, J.

MASTEN, J., agreed in the result, for reason stated in writing.

*Appeal dismissed with costs.*