

and was not binding on the infant's mother, who was not a party to the action, and in whom an undivided interest in the estate of her deceased son vested at the expiration of a year from his death; and that she was entitled to redeem and to be added as a defendant, upon her own application. *Campbell v. Holyland* (1877), 7 Ch.D. 166, was followed. An order was made adding her as a defendant, and directing that the action be carried on between the plaintiff and the continuing defendants and new defendant and that it stand in the same plight and condition in which it was at the time of the infant's death. The effect would be to require a new account to be taken and a new day fixed for redemption, of which all the defendants would be entitled to avail themselves: *Kennedy v. Forwell*, 11 O.L.R. 389 (D.C.).

A decree dismissing a bill on default of payment of the amount found due in a suit for redemption of a mortgage is equivalent to a decree of absolute or unconditional foreclosure: *Patchell v. Colonial Investment and Loan Co.*, 38 N.B.R. 339.

The word "foreclosure" as applied to proceedings to enforce a mortgage under the Land Titles Act is apt to mislead if it is sought to treat those proceedings as identical with "foreclosure" proceedings where the mortgage conveys an estate in the land to the mortgagee with a defeasance clause in case payments are made as provided. The mortgagee has merely a lien until payment, and in case of default he can proceed to get an order either to sell the land or to have the title thereto vested in himself, and care must therefore be taken when endeavouring to apply to mortgages under the Land Titles Ordinance (N.W.T.) the rules and principles laid down in other jurisdictions. Where there was no evidence to shew that the plaintiffs intended when they obtained the vesting order to reserve the right to sue upon the covenant, the proper presumption was that the plaintiffs intended to take the land in full satisfaction and to abandon that right: *Colonial Investment and Loan Co. v. King*, 5 Terr. L.R. 371 (McGuire, C.J.).

A mortgagee having obtained a foreclosure order nisi, shortly afterwards, and before the period allowed for making absolute the order nisi had expired, entered into an agreement for the sale of the mortgaged premises to a purchaser who had knowledge of the foreclosure proceedings. The order absolute was never taken out. The agreement for sale was not deposited for registration for some three years after it was entered into, but a few months before its deposit for registration, a tender was made on behalf of plaintiffs of the amount due under the mortgage, which was refused on the ground that the property had been parted with and that the plaintiffs had lost their right to redeem:—Held, that the mortgagee could not, after the order nisi for foreclosure, and before it was made absolute, exercise his power of sale without the leave of the Court: *DeBeck v. Canada Permanent Loan and Savings Co.*, 12 B.C.R. 406.

Plaintiff obtained an order nisi for foreclosure. After the order had been made he, under the terms of the mortgage, paid a further sum for taxes. There was, however, no evidence that such payment was necessary to protect the security. He now applied for an order increasing the amount