fer the equitable estate to the mortgagee: Heath v. Pugh, 6 Q.B.D. 345, 360, *per* Lord Selborne, L.C.; affirmed 7 App. Cas. 235.

That being so, the conveyance by Nicholson to the assignee should, if Casner v. Haight, be good law, take away all right on the part of the wife to redeem *qua* wife.

On principle I think that might have been held to be the case. But for this Court the case of Pratt v. Bunnell, 21 O.R. 1, is conclusive authority that, even if the mortgagor makes an assignment for the benefit of creditors, the wife remains doweress under the provisions of the statute. See also Gemmill v. Neligan, 26 O.R. 307; and Fitzgerald v. Fitzgerald, 5 O.L.R. 279, has not modified that decision. But there is in any event no need for Mrs. Nicholson to appeal to her position as doweress, for there is another view in which she had rights. While the advertisement for sale speaks of two mortgages, no doubt meaning that of 1892 to the Hamilton Provident and Loan Society, and that of 1894, to the late Jacob Hose, the sale to the plaintiffs was made (as appears by the conveyance) under the power given by the former only. In this mortgage, as I have pointed out, while the land was admittedly that of Murdoch Nicholson, his wife is made a mortgagor and covenants to pay. The debt was admittedly his, and not hers. She then is in equity a surety for such payment. Now the rights of a surety in a mortgage are well settled.

[Reference to Beckett v. Micklethwaite, 6 Mad. 199; Aldworth v. Robinson, 2 Beav. 287; Green v. Wynn, L.R. 4 Ch. 204; Forbes v. Jackson, 19 Ch. D. 615, *per* Hall, V.-C., at p. 622.]

Mrs. Nicholson accordingly had the right to redeem the only mortgage under which the sale was made, and she had the right to pay this off and obtain an assignment of this mortgage. Having an interest in the estate in this way, she would equally have the right to redeem the other encumbrance. . . . But I am unable to give effect to this claim under the present circumstances. There is nothing, indeed, in the absence of formal tender—everybody considered the marked cheques as cash; I think, however, there is more in the case. The first suggestion of redemption was made in the afternoon of the 7th June. By that time a binding contract for sale had been entered into on behalf of the mortgagee. I am not sure that the law so far favours that spoiled child of equity, the mortgagor, as that he has the right to redeem before a contract enforceable at law against an unwilling mortgagee-vendor has been entered into,