apply my property in payment of it. You must be prepared to do equity, and to the extent to which Maclennan's debt, for which you were liable, has been paid out of my fund you must recoup me."

But Strong, J., though he does not assume to deal with this view of the case directly, does so, nevertheless, indirectly, by affirming that the surety under the circumstances of this case is entitled to the benefit of the priority gained by the creditor to as full an extent as if she were a purchaser from him for value, and that as between the surety and the first mortgagee, Coughlin, the surety's equity to be subrogated to the rights of her mortgagee is superior to the right of Coughlin to redeem. But, admitting the right of the surety to be subrogated to the rights of Maclennan, does not that also involve the liability to hold the position of the mortgagee subject to the same equities as affected him, and among others the liability to marshal his securities, so far as it could be done without prejudice to the surety's rights?

But it may be said that to admit of marshalling on any terms would be a prejudice to the surety: but we may ask how can a surety justly say he is prejudiced merely because he is not permitted to have a fund which was not his principal's applied in the payment of the debt for which he is surety? In one sense, a man is prejudiced by not being allowed to pay his debts out of another man's purse; but that is not, we conceive, the kind of prejudice that a surety would be allowed to set up as an answer to a claim to marshal securities.

While the Supreme Court has given full effect to the surety's right of subrogation, it appears to us to have overlooked the correlative right of Coughlin to have the securities of Maclennan marshalled for his benefit.

The effect of the judgment of the Court of Appeal, as we pointed out before, was to place Rosanna, the surety, in exactly the position she may reasonably be supposed to have contemplated when she entered into her contract; but the effect of the judgment of the Supreme Court is to place her in a superior position, by enabling her to ride on the back of Maclennan over the head of Coughlin. Whether the Registry Act, which purports to confine its benefits to subsequent purchasers and mortgagees for value without notice, was designed to have this effect is certainly a fair subject for discussion.

We would also suggest, in conclusion, that when the decision which has been arrived at is based on a legal equity which appears to conflict with the natural equity of a case, it may not be unreasonable to suggest that the principles on which the legal equity is based may perhaps require reconsideration.

COMMENTS ON CURRENT ENGLISH DECISIONS.

The Law Reports for October comprise (1891) 2 Q.B., pp. 513-545; (1891) P., pp. 321-327; and (1891) 3 Ch., pp. 1-81.

BREACH OF PROMISE OF MARRIAGE—CORROBORATION OF PROMISE—OMISSION TO ANSWER LETTERS, EFFECT OF—32 & 33 VICT., C. 68, S. 2—(R.S.O., C. 61, S. 6).

In *Wiedemann* v. *Walpole* (1891), 2 Q.B. 534, it is not very surprising to find that the somewhat curious decision of Pollock, B., that the defendant's mere