

six dollars and thirty six cents, over and above interest, insurance and taxes.

3rd. Now if the bank received or realized enough out of Mrs. Bradford's property to pay them \$4,250 which is all they could claim on their mortgage, R. Bradford's liabilities should end and the bank should not have sold his property or they should return the proceeds over and above \$4,250, amount of mortgage.

4th. It now appears that Boswell & Defoe have bought the property, viz.: 2 lots (10) ten stores on King Street and three houses on Frederick Street for (\$30,000) thirty thousand dollars. What did they pay for each? Did they pay enough for Mrs. Bradford's property on King Street to pay the bank its \$4,250? What should the bank do with the surplus over and above the \$4,250, under which mortgage the property was sold? The Registry Office will have records of what each lot was mortgaged for, or what each lot brought when sold to Boswell & Defoe.

5th. Should the first mortgage of \$17,000 taken by the bank be taken as a basis by which to settle, or the last sale of \$30,000, for there was a mortgage to Trust & Loan Co. of \$16,000 before the one of \$4,250 given to the bank?

6th. Was the property sacrificed? Defoe says there is \$600.00 over and above interest on \$30,000.00 at the low rents they now bring.

7th. It is clear that if Taylor & Oates choose to swear R. Bradford out of Court, and Mrs. Bradford in, and get judgment against her, that he should not be held liable when her own property was sufficient to pay the debt, secured by mortgage given by R. B. for Mrs. Bradford, and his property should not have been sold.

8th. So this is the way the case stands, and if the bank again sold the property at a loss, or for \$3,000 less than they sold it under the mortgage given by R. Bradford should he suffer the loss? Or in other words if a man once owns a property should he be held responsible for the rise or fall in value of said property for all time or the folly or liberality of a bank to its friends? Or another view, supposing the judgment to be correct it would appear as follows:

<i>Mrs. Bradford's Account.</i> IMPERIAL BANK.		Cr.
By securities not credited on judgment.....	\$ 1,800 00	
" second securities not credited on judgment.....	4,250 00	
" Surplus rents.....	4,726 00	
	10,776 36	
To judgment Taylor & Oates.....	10,101 00	
By Balance.....	675 36	
By costs paid taxed above.....	650 00	
	1,325 36	

This would be the judgment balance coming to Mrs. Bradford,.....

Of the above \$10,776.36 then the bank, ^{each are} they have given no credit on the judgment of \$10,101 which is still bearing interest.

So that we are paying interest on \$10,101 when we should really have interest on \$1325.36.

According to the above account it appears that the property should not have been sold as the judgment was fully paid.