

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

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MORTGAGE—FORECLOSURE—INTEREST—REDEMPTION

Hill v. Rowlands (1897), 2 Ch. 361, is a case touching the law of mortgages. The action was for foreclosure, and judgment had been obtained, and in pursuance thereof an account taken, and a day six months distant appointed for redemption. The defendant desired to redeem at once without the appointment of any day, and claimed that the plaintiff was bound to accept the money at once with interest only up to the date of payment; but the Court of Appeal (Lindley, Lopes and Chitty, L.JJ.) agreed with Romer, J., that the usual course of the Court is to allow six months to redeem in order to enable the mortgagor to find the money, and on the other hand to enable the mortgagee to find a new investment, and that after judgment it is not competent for the defendant to dispense with the usual time for redemption, if the plaintiff object. Although before judgment the plaintiff could not refuse to accept the money if tendered with interest to the date of tender. In view of 51 Vict. c. 15, s. 2 (O), and R.S.C., c. 127, s. 7, it is possible that a different view might be arrived at by the Courts in Ontario, where a mortgagor has a statutory right to pay off the mortgagor without notice, or the payment of interest in lieu thereof.

STAYING PROCEEDINGS—NON-PAYMENT OF INTERLOCUTORY COSTS—VEXATIOUS PROCEEDINGS.

In *Graham v. Sutton* (1897), 2 Ch. 367, an application was made by the defendants to stay the proceedings until the costs of an appeal had been paid by the plaintiff. The Court of Appeal (Lindley, Lopes and Chitty, L.JJ.), though conceding that according to the modern practice the mere non-payment of interlocutory costs is no longer of itself a ground for staying proceedings by the party in default, nevertheless