

moneys due under Dickson's mortgage, or, in default, a sale of the lands. Rogers' liability to Dickson consisted of an obligation to pay that mortgage. Collins' liability to Rogers consisted of a similar obligation to pay the selfsame mortgage.

Now, while it is true that only the last purchaser is *the* owner of the equity of redemption, technically so called, it is equally true that an intermediate owner possesses *an* equity of redemption, and, being an assign of the mortgagor, he is entitled to pay off the mortgage, and take an assignment of all securities held by the mortgagee.

We should have thought that, under the authorities above referred to, the plaintiff was not only entitled to respect the mutual rights of these parties in the one action, but that he was bound to do so.

There is another and perhaps a more persuasive way of looking at the matter.

Under the principle of *Campbell v. Robinson (supra)*, we have seen that a plaintiff may *obtain* an order for payment of the mortgage debt as against a purchaser from the mortgagor, although he cannot *claim* it, the reason being that, the purchaser having undertaken to pay off the plaintiff's mortgage, there could be no injustice in ordering him to fulfil his obligation. If, instead of continuing to hold the lands, he conveys them to some one else, subject to the mortgage, he does not thereby absolve himself from his obligation to the mortgagor.

He is still entitled as against the mortgagee, and liable as against the mortgagor, to pay the mortgage debt. Subsequent purchasers of the equity of redemption would all occupy similar positions with regard to their grantors and grantees.

In this view of the matter all the intermediate owners of the equity of redemption might properly be made parties as original defendants, and be all ordered to pay the plaintiff's claim. By thus joining them, the plaintiff consents in advance to have their rights tried along with his.

The judgment against them all enforces the very obligation which each of them in turn had assumed, and, moreover, adjusts their rights *inter se*.

If the plaintiff is willing to risk a more protracted trial in order to obtain a more extensive remedy, where is the injury to anybody?