sure, and an application to stay the action at law was refused, Lord Mansfield saying that it had been settled over and over again, that a person in such a case is at liberty to pursue all his remedies *at once*. The rule then laid down in a court of law has since been repeatedly re-affirmed in courts of equity. It is only necessary to refer to two cases: *Lockhart* v. *Hardy*, 9 Beav. 349; and *Cockell* v. *Taylor*, 16 Beav. 159. In the latter case the Master of the Rolls says, speaking of the rights of the mortgagee: "He may at *the same time* take possession of the estate, sue the mortgagor on his covenant, and proceed to foreclose." In the former case he said: "A mortgagee may pursue all his remedies at *the same time*. If he obtains full payment by suing on his bond he prevents a foreclosure; if only part payment is obtained, he must account for what he has received, and may foreclose for the residue. If a mortgagee obtains a foreclosure first, and alleges that the value of the estate is insufficient to pay what is due to him, he is not precluded from suing on the bond; but if he thinks fit to do so, he must give the mortgagor a new right to redeem, notwithstanding the foreclosure, and the mortgagor may file a bill to redeem." What he said on the argument he repeated after taking time to consider.

The only disadvantage which a mortgagee incurred by thus pursuing all his remedies at the same time was this, that the Court would not make the payment of the costs at law a condition of redemption, as a matter of course, but required the plaintiff to show some special reason for seeking the two remedies (see *Ord.* 465), and the necessity of retaking the account, of having a new day appointed, or serving a notice when anything on account had been realized.

But to compel the plaintiff to suspend his proceedings for foreclosure, in other words, to stay the time for redemption from running so long as he may be endeavoring to enforce the personal remedies on the covenant, would not, it appears to us, be granting the plaintiff the same remedy he would have been entitled to before the Administration of Justice Act, but something less, and not so extensive. If, before a final order is obtained, he have received any part of his debt, he must give credit for it; if he have received the whole, he is prevented from getting his final order; and if after final order he still pursues his remedy on the covenant, as he has a perfect right to do, so long as he retains the mortgaged estate, he thereby opens the foreclosure, and the mortgagor becomes entitled to a new day to redeem. By analogy to the former practice, the extra costs occasioned by the mortgagee enforcing his remedy on the covenant and by ejectment, we are inclined to think, should not be allowed as a matter of course, as a condition of redemption.

The practice as it now stands can hardly be said to be settled, and there is a prospect, we hear, that the question will be carried before the full Court, when it is to be hoped the point may be discussed free from any technical difficulty such as arose in *Armour* v. *Usborne*, to which we have refered.

LOCAL MASTERS IN CHANCERY.

The Local Masters and Deputy Registrars of the Court of Chancery have recently been coming in for a full measure of discussion, not altogether complimentary, at the hands of writers in the public press.

We are not prepared to say that they are in all respects perfection, but we do say that they have been subjected to much unjust criticism, and that in their case the exception has been made to take the place of the rule. As these officers cannot themselves reply to attacks, too often made by those who live entirely in