handsome. We have not made any bargain. He trusts to my honour, and I trust to his. He made several proposals to me when I was in England, but I declined to accept them, and nothing definite was arranged. I was surprised when the papers were sent. They were sent to me. There was a letter with them. I gave all the letters to Mr. *Cockburn*. I can't tell whether it said anything about the costs. I have paid money towards the costs. I think that *C. P. Banks* proposed to give me half the debt if recovered, but I did not accept that. There was no arrangement as to the amount I was to receive when the papers were sent. I suppose he will carry out the proposal he made to me in England, but I have no binding agreement. Even if the suit fail, I expect something. I expect that I shall get my expenses; but I am trusting to his honour. If the suit should succeed, and *C. P. Banks* should refuse to pay me anything, I would send the whole amount recovered to him. I am not worth much, but I think I am able to pay the costs of the suit should it fail.

Mr. *Crickmore*, for plaintiff.

Mr. *G. D. Boulton*, for defendants.

Judgment.—VANKOUGHNET, C.—[Before whom the cause was heard.]—This is a bill filed by the plaintiff with the main object of postponing the mortgage held by the defendant *George S. Boulton*, to the one under which the plaintiff claims, on the ground that *Boulton* had obtained his priority by fraud—that he was the solicitor of the mortgagee (from whom the plaintiff claims by assignment) in the preparation of the mortgage, which bears the same date as *Boulton's*, and which it was *Boulton's* duty to have registered prior to his own, such being, as alleged, the intention of the mortgagor at the time.

The bill also states that *Boulton* did not advance to the mortgagor the amount secured to him by the mortgage, and prays to have this investigated, and an account taken, and that in the event of *Boulton* retaining his priority, plaintiff may be permitted to redeem; but the