

mortgage outstanding in *R*'s hands, *L* executed back to *S* an indemnity mortgage: *L* did not pay off *R*'s mortgage; and *R* having obtained a final decree of foreclosure, sold his interest in the property to *S*. *L* after the petition, had sold a portion of the estate to the plaintiffs who in respect of their interest had been made parties to the foreclosure suit by *R*. Subsequently in an action of ejectment *S* set up title under the indemnity mortgage from *L*:

Held, that he had thus let in the plaintiffs to redeem who were entitled to do so upon paying what *S* had paid or was liable to pay to *R*, and all expenses reasonably incurred, together with costs as of an ordinary redemption suit—beyond those *S* was ordered to pay the costs.

Read v. Smith (In Appeal), 52.

2. *A* lent *B* \$2,000 and took two mortgages from the borrower each for \$1,000 on separate property. The mortgagees foreclosed one of the mortgages and then parted with the property:

Held, no bar to a foreclosure of the other mortgage.

Bald v. Thompson, 177.

3. The owner of property mortgaged it, and then died, having devised one-half the property to one son, and the other half to another, charging each half with an annuity to the testator's widow. One of the sons afterwards died intestate, and his widow paid off the mortgage, and took an assignment to herself:

Held, that the one annuity not being in arrear, and the assignee of the mortgage being willing to pay the arrears of the other annuity, the testator's widow could not insist on redeeming the mortgage.

Long v. Long, 239.

4. Mortgagees, in pursuance of a power of sale contained in their conveyance, sold the mortgaged property to *McLeod* for \$7,800, and gave him possession. *McLeod* paid a deposit of \$600, and gave his promissory note for \$600 more, which he duly paid. He also executed a mortgage for \$4,000, which was duly registered, but did not pay the residue of the purchase money, \$2,600. The mortgagees executed a deed of the property but retained it in their possession. The solicitor for the mortgagees also did some acts as if the sale was complete, but the Court, being satisfied that in the contemplation of the parties the transaction was still *in fieri*.