

held by the mortgagee for his debt, all of which on redemption he would have been ordered to reconvey. So that if this is the right legal result of what took place, the mortgagor's equity of redemption had not only been barred in the first and second mortgages but also in the so-called collateral mortgage, assuming the foreclosure proceedings to have been properly conducted, because all securities were necessarily involved in the foreclosure of any one of them.

The calling of one of the mortgages "collateral" did not alter its true character, and it was really as far as the mortgagee and mortgagor were concerned just as much a principal security as either of the others. The three mortgages together constituted the mortgagee's security for his debt, none of which as we have said could be redeemed by the mortgagor without the others. Now, having foreclosed his security, the plaintiff took the properties comprised in the three mortgages for his debt, and could only reopen the foreclosure if he were in a position to restore all the securities to the mortgagor, this he was not in a position to do, and therefore, according to the well understood principles to which we have referred, he was not in a position to reopen the foreclosure, or to sue on any covenant for the payment of his debt.

It is possible that there may be something in the case which does not appear in the report, but as far as the report goes, with great respect to the Supreme Court of Canada, it does appear to us that the judgment of the Judge at the trial was correct and that the mortgagee's right to sue on the covenant contained in the so-called collateral mortgage was, in the circumstances, barred.

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#### GERMAN REPARATION PROCEDURE.

The *Law Times* in a recent issue (vol. 151, p. 250) publishes the Rules of the Supreme Court, as promulgated by the Lord High Chancellor of England as to procedure for relief under the German Reparation (Recovery) Act, 1921. These Rules, subject to special provision as to where proceedings are to be commenced and as to service of notice of proceedings, are to follow the usual practice of the Courts where the action is brought.