respective interests in the moneys secured, and that, by divers mesne assignments and conveyances and appointments of new trustees, the mortgage and the covenants and the mortgaged property had before action been further assigned by the cestuis que trust to and had become vested in the plaintiff Pringle. No notice of any of these assignments had been given to the defendant.

Under these circumstances, it appears to me clear that the legal right to maintain the action remained in the plaintiff Smith, the original mortgagee, in whom and the plaintiff Pringle between them the whole legal and equitable title to the mortgage and the moneys secured thereby was vested. I do not see how the earlier assignment to the cestuis que trust defeated the right of action on the covenant or the right of those assignees or those claiming under them to sue thereon in Smith's name, when no notice had been given to the debtor. If the covenant could not legally be divided, it has not been divided, and the original covenantee must be entitled to sue as trustee for the parties beneficially interested in the mortgage money, as he does her. Scarlett v. Nattress, 23 A. R. 297, may be referred to.

As to the plaintiff's right to recover interest at 7 per cent. upon overdue principal and upon any arrears of interest which were due on the 20th February, 1893, the language of the covenant seems reasonably plain. The principal was to become due on the 20th February, 1893; interest meantime half-yearly, 20th February and 20th August, at 7 per cent.; "and, in the event of the said principal and interest, or any part thereof, remaining unpaid after any of the days above limited for payment thereof, then in every such case (the mortgage to be void) upon payment also of interest at the rate aforesaid upon all interest and principal so remaining unpaid from the day or days above limited for payment thereof until payment shall be made." I do not see how the right to interest at the mortgage rate upon principal remaining due after the 20th February, 1893, and also upon any interest which was then due (though not subsequent interest) could be more clearly expressed. See Imperial Trusts Co. v. New York Security and Trust Co., 10 O. L. R. 289. But authorities are needless when the language is plain.

Moss, C.J.O., for reasons stated in writing, reached the same conclusions as Osler, J.A., upon the two questions dealt with by the latter. Upon the question of the rate of interest post diem the Chief Justice referred to and distinguished St. John v. Rykert, 10 S. C. R. 278; Powell v. Peck, 15 A. R. 138; and