

years next after the present right to receive the same shall have accrued to some person capable of giving a discharge for, or release of the same."

Judge Morrison held that the action was barred at the end of the ten years, and that the words in Consolidated Statutes referred to "actions of covenant or debt upon a bond or other specialty," extended as well to actions on covenant contained in mortgages as to covenants contained in other deeds.

In the minds of many, the provisions of the Ontario Act, 38 Victoria cap. 16, were confined to actions directly affecting the land, to liens and other remedies against the land, the title of the Act, and general scope of the Act relating to realty gave colour to this construction of the Act.

By Judge Morrison's decision many people who had been delaying taking their actions for debts on mortgages over ten years due, were suddenly awakened to the prospect of losing their claims or part of them, where the land itself was not a sufficient security. They were refreshed, however, by the decision of the Court of Appeal in the same case, reversing Mr. Justice Morrison's decision (*Allan vs. McTavish*, 2 Appeal Reports, 278).

Not long after the decision of *Allan vs. McTavish* in appeal, however, the legal barometer fell, and Judge Morrison's decision was in effect, though in another case, upheld by the Court of Appeal in England. *Sutton vs. Sutton*, (December 12, 1882,) 22 Chancery Division, 511, brought up the same question as was decided by Mr. Justice Morrison, and the Judges, Sir George Jessel, the Master of the Rolls, and Lord Justice Bowen, were of the same opinion as had been expressed by Judge Morrison. *Fearnside vs. Flint*, 22 Chancery Division, 579, followed *Sutton vs. Sutton*, and even apparently went further, as it held to the ten years limitation on a bond collateral to the mortgage. I say apparently, but still it did not go further. In *Lindsell vs. Phillips*, 30 Chancery Division, 291, it was held that the ten years limit does not apply