"If at any time at which the right to bring an action" to recover any land . . . first accrues, as herein mentioned the person, entitled is under disability he is to have a further period after such disability ceases for bringing his action. But it is held that this provision is limited to actions provided for by sections 5 and 6, but not to actions to redeem under section 20, although the time for bringing an action to redeem which is admittedly an action to recover land is certainly herein mentioned."

The judgment of the Cour in this case shows the extraordinary conflict of opinion which has prevailed on the point. The decisions which the Appellate Division followed appear to have been for the most part based on the collocation of the sections of the Act as originally framed, which collocation we may observe is now altered in the present Revised Statutes, and therefore the reason for the decision which favours the view which the Court below deems to be taken away; and the change in the arrangement of the statute appears to us would have furnished a very reasonable ground for holding that as the Act is now framed the disabilities clauses do apply to actions to redeem. But the Court conceived itself barred by the prior decision of the Court of Appeal in *Faulds* v. *Harper*, 9 App. R. 537, which was opposed to the still earlier case of *Hall* v. *Caldwell* or *Caldwell* v. *Hall*, 7 U C.L.J. 42; 8 U.C.L.J. 93. But we venture respectfully to doubt that the decision of the Court of Appeal in *Faulds* v. *Harper* was a decision which was binding on the Court or which it was under any obligation whatever to follow. That action was brought by the representatives of a deceased mortgagor to redeem or for an account in the following circumstances: The mortgagee had instituted a suit for and had obtained a decree for sale. The sale was had, and the mortgagee being the plaintiff and having the conduct of the sale, had secretly, through an agent, himself become the purchaser. The majority of the Court of Appeal treated the case as one against a mortgagee in possession and as such barred because as they held the disability clauses did not apply to actions of redemption. Spragge, C., and the Supreme Court of Canada, on the other hand, held that the mortgagee by secretly becoming the purchaser had placed