

should not be required to pay costs. On considering the authorities, I find I cannot adopt this view. The plaintiff has made good his contention ; and the defendant could have disclaimed. And see as to this, the very pertinent language of Cameron, J., in *Clancy v. McIntosh*, 46 U.C.R., at p. 106. I therefore give costs to the relator.

DIVISION COURT.

FIFTH DIVISION COURT—NORTHUMBERLAND AND DURHAM.

KERR v. ROBERTS.

Chattel mortgage—Renewal

Every statement made on the renewal of a chattel mortgage must show all payments made on account of the mortgage since the date of the mortgage. It is not sufficient to state only the payments in the year to which the statement refers.

[COBBOURG—KETCHUM, Co. J.]

Plaintiff and defendant were mortgagees of the same chattels ; defendant, under a mortgage made in December, 1889, and plaintiff under one made in February, 1894. Both mortgages were made in good faith and for valuable consideration. The plaintiff's mortgage was duly renewed in 1895, 1896 and 1897.

Statements, duly verified and intended to renew defendant's mortgage, were filed in each year from 1890 to 1896 inclusive. Payments were made on defendant's mortgage in 1890, 1891, 1892 and 1896, that in 1890 being the interest payable under the mortgage for that year. In the statements filed on renewal, each of these payments was shown and credited, but in the statement of the year in which it was made only. Thus the statement of 1891 contained no reference to the payment made in 1890, and showed and credited the payment made in 1891 only. The statement of 1892 contained no reference to the payments made in 1890 and 1891, and showed only the payment made in 1892. The statements of 1893, 1894 and 1895 contained no reference to any payments, and showed none ; and the statement of 1896 contained no reference to the earlier payments, and showed only the payment made in that year. The statements as to payments were in effect as follows : In 1891 and 1892, that no payments had been made except the payment made in that year ; in 1893 and 1894, that no payments had been made since last renewal ; in 1895, that no payments had been made, and in 1896, that no payments had been made on account of the mortgage, except the payment made in that year. The mortgage account, in the statements after 1891, is carried on from year to year as a continuous account, balanced yearly, beginning in each case with the balance or amount still remaining due at the date of the former statement, and dealing only with the charges and credits of that year. In the statement of 1891 the account began as follows : "Principal, \$150." A charge for interest for a year, and another for costs of renewal, were added, and the payment of that year de-