on the same grounds as he had taken—held, (1) That the plaintiff did not on paying off the mortgage become a "person claiming under a mortgage," within the meaning of the Real Property Limitation Act, 1837, which, as modified by the Act of 1874, s. 9,—(See R.S.O. c. 111, s. 22)—gives such a person twelve years from the last payment of any part of the principal, money, or interest, secured by the mortgage for bringing an action to recover the land; and, (2) That the statute does not give a new starting point for the statute in favor of a mortgagee, as against a person then in adverse possession, and who is no party to the mortgage. It will thus be seen that the English Court of Appeal does not agree with the *dicta* of Maclennan, J.A., in the case of *Henderson* v. *Henderson*, 23 A.R. 577, which formed the subject of the discussion in the previous issues of this Journal. Chitty, L.J., who delivered the judgment, cites from the judgment of Lord Selborne in the well known case of *Pugh* v. *Heath* (1882) 7 App. Cas. 235, the passage where he said, "The possession of the mortgaged land by the mortgagor during the subsistence of the security, and while the mortgagee did not choose to take possession, was held (at law as well as in equity) to be at the will, or by the sufferance or permission of the mortgagee under a tacit agreement which the mortgagee might determine at his pleasure. It was of the nature of the transaction that the mortgagor should continue in possession." It will be noticed that this passage applies to a possession by the mortgagor, and does not at all apply to the case of a possession adverse to the mortgagor which could not be within the contemplation of a mortgagee. Then, after summarising the result of Lord Selborne's judgment, he goes on to say, "According to this judgment, which is of the highest authority, to bring the case within the statute 7 W. 4, & 1 Vict. c. 28, the mortgage must be a continuing or subsisting mortgage;" and he proceeds to point out that in both *Doe* v. *Eyre*, 17 Q.B. 366, and *Doe* v. *Massey*, 17 Q.B. 373, there was no adverse possession at the time of the execution of the mortgage. Therefore those cases were held to be inapplicable, even if not questionable as contravening the rule laid