

of the rents and profits] rightfully belongs to — of —, and that I am in possession thereof [or, in receipt of the rents and profits thereof] by his permission.

Dated the — day of —.

[Signature of party in possession.]

ACKNOWLEDGMENT,

BY MORTGAGEE IN POSSESSION, OF MORTGAGOR'S TITLE (j).

I, — [mortgagee in possession], of —, hereby acknowledge that the lands, tenements and hereditaments of which I am now in receipt of the rents and profits, and which are more particularly described in a certain mortgage dated the — day of —, made between — [mortgagor] of — of the one part and myself of the other part, belong to the said — [mortgagor], and on payment of the principal money, interest and costs thereby secured shall be reconveyed to him.

Dated the — day of —.

[Signature of mortgagee.]

the person in possession or in receipt of the profits of such land, or in the receipt of such rent, such possession or receipt of or by the person by whom such acknowledgment was given shall be deemed, according to the meaning of this Act, to have been the possession or receipt of or by the person to whom or to whose agent such acknowledgment was given at the time of giving the same, and the right of such last-mentioned person, or of any person claiming through him, to make an entry or distress or bring an action to recover such land or rent shall be deemed to have first accrued at, and not before, the time at which such acknowledgment, or the last of such acknowledgments, if more than one, was given."

It will be observed that in the case of land or rent the acknowledgment must be signed by the person in possession or in receipt of the rents or profits, and that there is no provision for signature by an agent. It should also be noted that while acknowledgments of debts may be made even after the statutory period has expired, acknowledgments of title to land or rent must be made during the currency of the statutory period (R.S.O. 1914, c. 75, s. 16), and it has also been held that an acknowledgment in writing after the statutory period has expired will not revive a title which the period of possession has extinguished (*McDonald v. McIntosh*, 8 U.C.R. 388; *McIntyre v. Canada Co.*, 18 Gr. 367).

(j) This form is under R.S.O. 1914, c. 75, ss. 20, 21, 22, which is taken from R.S.U.C., 4 Wm. 4, c. 1, s. 36, following the Imperial Act 3 & 4 Wm. 4, c. 27, s. 28. The Ontario Act enacts that "Where a mortgagee has obtained the possession or receipt of the profits of any land or the receipt of any rent