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STREET, J.

JULY 4TH, 1903.

TRIAL.

MCFADDEN v. BRANDON.

Limitation of Actions—Covenant in Mortgage—Acceleration of Time for Payment of Principal—Default of Payment of Interest—Commencement of Statutory Period — Potential Relief from Consequences of Default.

Action to recover the principal and interest payable upon a covenant made by defendant with plaintiff contained in a mortgage of land in Ontario, dated 15th March, 1879. The proviso in the mortgage was that it should be void on payment of \$600, with interest at 8 per cent., at the expiration of five years, with interest in the meantime at the same rate, payable yearly on 15th March, in each year, the first payment of interest to be made on 15th March, 1880. The mortgage was expressed to be made in pursuance of the Act respecting short forms of mortgages, and contained the usual statutory covenant for payment of the mortgage money and interest, and the provision "that in default of payment of the interest hereby secured the principal hereby secured shall become payable." The action was begun on 5th May, 1903. No sum had ever been paid upon either the principal or interest secured by the mortgage. Defendant pleaded that the cause of action arose more than 20 years before the action was begun.

E. Meredith, K.C., for plaintiff.

T. H. Purdom, K.C., for defendant.

STREET, J.—The failure of the defendant to pay the instalment of interest which became due on 15th March, 1880, accelerated the payment of the principal, which immediately upon such default became due, etc., as set out in col. 2 of