his words, we feel, nevertheless, confident that that is not really the meaning of the learned judge. It is necessary, in order to arrive at a proper understanding of his judgment on this point, to bear in mind the nature of the argument the learned judge is controverting. The argument was that each claim was to be regarded as a separate action, so as to preclude a defendant from setting up a certain defence, which would be applicable to one cause of action, but not to another. We do not understand the learned judge to say that The Judicature Act and Rules do not authorize the joining of the several claims for foreclosure, for judgment on the covenant for payment of the mortgage money, and for recovery of possession of the mortgaged land, in one and the same action ; because we cannot believe for a moment that so self-evident a proposition can be the subject of any controversy. Rules 248 and 341, and the forms of judgment Nos. 182 and 183, given in the Appendix to the Rules, appear to us to make that point too plain for argument. What the learned judge denies—and, we respectfully think, with good reason—is that, where these claims are so joined, they cannot be treated as separate actions, so as to preclude a defendant from setting up, or the court from giving due effect to, any defence, whether legal or equitable, which he is entitled to raise in regard to any branch of the case. It is only in this view that the learned judge's remarks as to "the confusion of remedies" seem applicable. Ordinarily speaking, it is not a confusion, but a combination, of remedies which the plaintiff seeks in a mortgage action : but, undoubtedly, there would be a confusion of remedies if the court were compelled to say, as to one branch of the case, "You are entitled to succeed upon your legal title," but, as to another, "You have no right to any relief whatever, because the foundation of your claim is tainted with illegality or fraud."

Although, therefore, the language of the learned judge is somewhat unguarded, and, perhaps, wider than the occasion demanded, we are inclined to think it is susceptible simply of this meaning, viz.: That though, under The Judicature Act, it is competent for a mortgagee to join, in his action for foreclosure, a claim on the covenant, and also a claim for the recovery of possession of the mortgaged land, yet, where he does so, these claims are not to be treated as if they were three separate and distinct actions, so as to prevent a defendant from setting up, or the court from