sale, which was not *bona fide*, but intended to cut out the equity of redemption, while still enforcing payment of the debt, the defendants were restrained from enforcing a judgment which they had previously recovered on the covenant in the mortgage.

Kelly v. *Imperial Loan, &c., Co.*, 11 S. C. R. 516, commented on. *Crotty* v. *Taylor* 188

4. *Proviso for compound interest —Rate of interest after maturity of mortgage—"Till the whole of the principal money is paid."*—A mortgage of real estate provided for the payment of the principal money on July 1st, 1888, with interest at ten per cent. half-yearly, "on so much principal money as shall from time to time remain unpaid till the whole of the principal money is paid." There was also a proviso for compound interest as follows: "That, in case default shall be made in payment of any sum to become due for interest . . . . . compound interest shall be payable, and the sum in arrear for interest from time to time shall bear interest at the same rate as the principal money secured by these presents; and, in case the interest and compound interest are not paid in six months from the time of default, a rest shall be made and compound interest shall be payable on the aggregate amount then due, and so on from time to time."

Held, that after the 1st July, 1888, the mortgagees were only entitled to six per cent. simple interest.

St. John v. *Rykert*, 10 S. C. R. 278; *People's Loan Co.* v. *Grant*, 18 S.C.R. 262; and *Powell* v. *Peck*, 12 O. R. 492; 15 A. R. 138, followed. *The Manitoba and North-West Loan Co.* v. *Barker* . . 296

5. *Action on covenant—Statute of Limitations—Land outside jurisdiction — Decisions of English and Ontario Courts, where different, on similar statutes.*]—The provisions of section 24 of The Real Property Limitation Act, R. S. M., c. 89, that no suit shall be brought to recover any money secured by mortgage, &c., upon any land, after ten years after the right to the same accrued, or ten years after the last payment of principal or interest, or the last acknowledgement thereof has been made or given, apply to any land, as well outside as within the Province.

Semble. Where the decisions of Courts of Sister Provinces of Canada are at variance with English decisions, on questions where the law is substantially the same, in Imperial and Provincial legislation, the doctrine adopted by the English courts should be followed. *McLenaghan* v. *Hetherington*, 357

Bill for foreclosure filed by survivor of three trustees who were the mortgagees, but had no beneficial interest— Demurrer for want of parties.

See PARTIES.

MOTION FOR JUDGMENT.

Parties—Application to sign final judgment — Affidavit—Person who can swear positively to the debt or cause of action.]—On an application to sign final judgment under section 34 of The Queen's Bench Act, 1885, if the affidavit be not made by the plaintiff, it must shew such facts as will satisfy the Judge that the deponent is a person who can properly make the affidavit, but