cases down together and then applying to the trial Judge to have the evidence common to both (if such there be) given once only. Whether there is such evidence can only be determined at the trial. As the cement furnished to the Wahnapitae Co. was only a part, and perhaps only a small part, of that supplied by the Imperial Portland Co. to the plaintiffs, it does not necessarily follow that the quality of the part sold to the Wahnapitae Co. was the same as that of the rest bought from the Imperial Portland Co., even if it was part of the same output. They cannot always have been subject to the same conditions after leaving the works at the Imperial Portland Co., even if the whole product was made at the same time and both parts were as similar as wheat taken from the same elevator. The only order possible now is to allow plaintiffs to file a jury notice in the second action; if the defendants in the first action desire to retain their jury notice. When this is made known the suitable order will issue—with costs to defendants in any event. *Smith* v. *Whichcord* (1876), 24 W. R. 900, is very different in its facts from the present case and under a different state of the practice. Even there the only order was in substance what plaintiffs can now apply for to a Judge of the High Court, as was done in the case cited.

HON. SIR JOHN BOYD, C. JUNE 18TH, 1913.

CAMERON v. SMITH.

4 O. W. N. 1459.

Mortgage—Action on Covenant — Statute of Limitations—Default in Payment of Interest—Acceleration Clause—Time of Commencement of Statute.

BOYD, C., *held*, that where there is an acceleration clause in a mortgage and default is made in the payment of interest, the Statute of Limitations begins to run from that date.

McFadden v. *Brandon*, 6 O. L. R. 277; 8 O. L. R. 610, followed.

Action by a mortgagee to foreclose and to recover money on the covenants.

J. E. Thompson, for plaintiff.

R. J. Slattery, for defendant.