actual occupation who was no party to the deed; and if the Statute of Limitations had begun to run in favor of such person as against the grantor, it would continue to run as against the grantee. But a mortgage has been said to be a conditional sale, and it is extremely difficult to see why because a proviso for redemption is inserted in the deed, it is therefore to have a totally different effect as regards the running of the statute from what it would have if no such proviso was inserted.

It is submitted that it would be a more reasonable construction of the statute to hold that section 22 applies merely to those between whom the relationship of mortgagor and mortgagee exists, and has no application to the case of a mortgagee and a person claiming adversely both to the mortgagor and the mortgagee, for as to such a person the mortgagee is not a mortgagee, inasmuch as the position of mortgagee implies the correlative right of redemption, and a person in adverse possession to the mortgagor has no such right: therefore it is submitted that toward any such person the mortgagee is in no better position than his mortgagor—and in fact as to such person he is not a mortgagee within the true meaning of section 22. Construing the section in that way, we avoid the apparent violation of that fundamental principle of law, viz., that a grantor can by his conveyance only convey the rights which by law are vested in him, and he cannot convey rights which are vested in others without some express power so to do. A right of possession, or even an actual possession without any legal right, is an interest that is so far recognized by law that it cannot be ordinarily divested without either the concurrence of the party having it, or due process of law, and it must be apparent that it is a plain violation of principle to attribute to the mortgage of a mortgagor out of possession a power and effect altogether different from that of any other conveyance known to the law.

The construction which has been here contended against not only violates the fundamental principle above referred to, but it also violates another equally well settled rule, that when once the Statute of Limitations begins to run, it con-