

In the *Credit Foncier Franco-Canadian vs. Lawrie*, 27 Ont. Reports, 498, decided in 1896, which was an action brought upon the covenants contained in two mortgages, it was sought to make Annie Lawrie liable on the covenant in a conveyance to her of the equity of redemption under which covenant she agreed to pay the amount due upon the mortgage. The conveyance was not executed by her. The action was tried before Meredith, J. who held that an action on the covenant could not be maintained against the grantee in the conveyance, because, although she had accepted the benefit of the deed, she had not signed the deed.

To the same effect is the law as laid down in *Owen vs. Mercier*, 14 O.L.R. 491, 1907, and in *Hart vs. Great Western Securities & Trust Co.* 42 D.L.R. 185.

In my opinion no action will lie either against the Crown or the Superintendent General under the provisions of the covenant in question.

*A.S. Williams*