

Creditors by Persons in Insolvent Circumstances, in force at the time that case was decided, I must hold that the effect of the deed of composition was to attach the condition that any creditor receiving the 40 cents in the dollar on his claim should release the debtor; and that the sale was, therefore, void as against non-assenting creditors such as the plaintiffs.

Under these circumstances, I am of the opinion that the issue must be determined in favour of the plaintiffs, and that it must be held that the goods were liable to be taken and sold under the execution. . . .

There will, therefore, be judgment for the plaintiffs with costs.

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MIDDLETON, J., IN CHAMBERS.

MARCH 27TH, 1915.

\*DOEL v. KERR.

*Execution—Leave to Renew—Judicial Act—Judgment—Statute of Limitations.*

Appeal by three of the defendants from the order of the Master in Chambers, 7 O.W.N. 826, dismissing the appellants' motion for leave to issue execution against the executrix of the plaintiff upon a judgment for costs recovered in 1883.

C. A. Moss, for the appellants.

C. C. Ross, for the plaintiff.

MIDDLETON, J.:—The action was dismissed with costs on the 20th December, 1883; the costs were taxed at \$371.78 on the 5th January, 1884; and an execution was issued on the 25th January, 1884; and this was from time to time renewed but finally allowed to expire. In 1891, another execution was issued and kept renewed until November, 1905, when it was allowed to expire. This writ was issued upon præcipe and without leave.

The period of 20 years from the date of the judgment expired on the 20th December, 1903; and the real question is, whether the judgment creditor can, after the lapse of 20 years, in any way enforce his judgment. I have come to the conclusion that he cannot.

The Statute of Limitations, R.S.O. 1914 ch. 75, fixes the period at 20 years from the time the cause of action arose, and