

1875. Considering the great caution with which the Court reforms deeds on the ground of mistake (a). I do not think this a proper case in which to give the defendants an opportunity of raising this defence. The decree should be affirmed with costs.

Boyd
v.
Shouldice.

Per Curiam—Decree affirmed with costs.

SCATCHERD V. KIELY.

Mortgage—Trustee—Interest.

A mortgage had been transferred to a trustee to secure certain notes of the mortgagee, one of which, after several years, was found in the hands of the assignee of the mortgage, and a suit having been instituted upon the mortgage by the trustee and the party interested in the note, it was *held*, that to the extent of the amount remaining due on the mortgage, including six years' interest, the party beneficially interested was entitled to recover the amount of the note and interest for the whole period the note had run.

Statement.

On drawing up the decree as pronounced *ante vol.* xxi., p. 30, a question arose as to the right of *McFie* to enforce payment of more than six years' arrears of interest, and which, not having discussed at the hearing, it was arranged should be spoken to by counsel before the learned Vice Chancellor who had heard the cause.

Mr. *Ferguson*, for the defendant, insisted that only six years' interest could be given, that being the invariable rule in foreclosure suits against the mortgagor.

Mr. *Meredith*, contra, distinguished this from the common case between mortgagor and mortgagee, where the general rule is as suggested; but here *Scatcherd*, was a bare trustee, and so far as he was entitled to recover from the mortgagor, to that extent *McFie* should be entitled to recover against the trustee.

(a) *Barrow v. Barrow*, 18 Beav. 529.