

of the lands in question, which descended to her husband, the adult defendant, and their children, the infant defendants.

Upon the intervention of the Official Guardian, judgment was, on the 21st May, 1919, pronounced for the immediate sale of the mortgaged premises.

In the Master's Office a private purchaser was found. On closing with him, an execution appeared in the sheriff's office against Egbert H. Javan and Florence Javan, amounting in all to \$254.46. This execution did not bind the interest of the infants in the land in question, they, as stated, taking under their mother, Rose Ellen Javan.

It was alleged and the Assistant Master found that the purchaser was authorised by the plaintiff to pay this execution. He did so; and, instead of paying the whole of his purchase-money into Court, he paid only the difference after deducting the amount so paid on Heron's execution.

Because of the plaintiff's authorisation, and no proof being offered by the plaintiff of an assignment to him of the judgment upon which the execution was founded, the Assistant Master deducted the amount of the execution from the plaintiff's claim under his first mortgage.

The Assistant Master should have insisted upon the purchaser paying the whole purchase-money into Court—the purchaser in turn relying upon the Court's protection in giving him a clear title.

The plaintiff had, however, waived his priority as to this sum, and asked and should now have the amount so deducted added to the amount of his personal judgment against the adult defendant Egbert H. Javan.

The second ground of the plaintiff's appeal was as to the rate of interest allowed by the Assistant Master on the plaintiff's mortgages.

The Master allowed interest at the rate reserved in the mortgages up to the 23rd October, 1919, the date when the purchaser paid his money into Court. The plaintiff claimed interest at the rate reserved until confirmation of the Master's report. In this the plaintiff was right.

With respect to interest on specialty debts no question can usually arise as to its computation—the rate at which it is to be allowed appearing in the instrument by which the debt is created.

The covenants in the mortgages provided for payment of interest at the rates therein reserved "until the principal be fully paid." This cannot be until confirmation of the report under Rule 502.

On debts carrying interest the practice in the Court of Chancery was that the Master should compute interest up to the date of his