will of a deceased, as declared by Mr. Justice Street in Cross v. Cleary (1898), 29 O.R. 542, at pp. 544-5, I would yet feel no difficulty, upon the facts of this case, in directing specific performance to the extent of enjoining the plaintiffs from collecting the principal money of the mortgage if this were necessary in order to secure what I conceive to be the defendant's rights; and, if this would dispose of all the issues in the action—but it would not—I should still not be making a will for the mortgagee —I should not be directly interfering with the terms of the will he made—I should only be giving effect to what I find as a fact, that there was nothing owing upon the mortgage for principal money at the decease of the mortgagee, that it was adeemed in his lifetime by the services of the defendant under the contract between the parties; and, in effect, though not in terms, this will be my judgment in part.

But it is necessary to deal with the question of interest as well. There is little to be added to what I have already said upon this point beyond this, that there is no evidence that interest was referred to after January, 1909; and, in view of the evidence of the defendant that the mortgagee promised to fix a date beyond which interest would not be exacted and the silence of the mortgagee, there is room for argument at least, and possibly for the inference, that he did not regard it that interest was accruing subsequent to that date, and the more so as the undated letter put in at the trial shews that at the time of its alleged date, 1903 or 1904, and when the full measure of his obligations to the defendant had not accrued, he was looking sharply after what he considered himself entitled to. As against this, there is to be kept in mind the probability of diminished capacity in the mortgagee and the strong counter-presumption arising from the specific terms of a sealed instrument. The interest, I think, must be taken into account. The defendant admits that the mortgagee did not in fact limit the period for payment of interest. But the defendant was to have the furniture in addition to the $1,000 bequest, and this agreement was never abandoned or superseded except impliedly by the promise of more generous compensation, which the mortgagee never made good; and, as I have already said, the value of the furniture would exceed any sum proper to be allowed on the plaintiffs' claim for damages in the nature of interest. The difficulty I feel in this case is as to whether the defendant should not be allowed a substantial sum in addition to the amount represented by the mortgage for principal and interest. There is no doubt at all in