Court and the Supreme Court of Canada, it would seem to follow that it was a nullity for all purposes.

This question, however, was not now open for discussion, for two reasons: first, if this issue was one which it was intended to raise, it ought to have been raised in the action, and the judgment which had been entered was conclusive, for it left merely matters of account to be dealt with by the Master; second, in view of what took place in the Supreme Court of Canada, the judgment of that Court proceeded upon certain admissions by and consent of counsel for the present appellants, and it was not open to them to depart from the admissions and consent thus given, and what was now set up was in effect a receding from the position taken before that Court.

The second question arose upon the contention of the appellants that the plaintiffs were entitled to interest only for the 6 years prior to the taking of the accounts. This contention was based upon sec. 18 of the Limitations Act, R.S.O. 1914 ch. 75, which provides that "no arrears of . . . interest in respect of any sum of money charged upon or payable out of any land . . . shall be recovered by any . . . action but within 6 years next after the same respectively has become due . . . ."

The learned Judge did not agree with this contention. Recovery of arrears of interest by an action refers to interest which is in arrear at the time of the bringing of the action, and does not refer to the recovery of interest after the action has been brought. Interest pending the action has in practice always been allowed.

The third question is as to the rate at which interest should be paid. The Master has allowed interest post diem at the mortgage rate. The mortgage provides for repayment of the principal money with interest at 7 per cent., during the term and after default so long as the same shall remain in default, and this security shall continue until the same shall be fully paid and satisfied, etc.

Reference to Falconbridge on Mortgages, para. 318.

Here the intention requisite was abundantly and plainly expressed, and the parties clearly stipulated for the payment of interest post diem at the stipulated rate.

During the course of the argument it was said that the mode of computation adopted was the compounding of interest. That was not so. In the column headed "Compound Interest," interest so designated had been allowed upon the gales of interest falling due by virtue of the security, but the interest so allowed had not been compounded, for it had not been added to the interest-bearing fund. Had this been done, the amount claimed would have been increased by several hundred dollars. The mode of computation was in accordance with the authorities and accurate.

Appeal dismissed with costs.