

the plaintiffs were entitled to six per cent. only, after the time when the principal money became payable, and the appeal was allowed.

The plaintiffs then presented a petition to have the decree vacated and for leave to amend their bill, on the grounds of surprise and discovery of new evidence. After the appeal was disposed of, they discovered, among the papers in their solicitor's office, a letter dated October 26th, 1888, signed by defendant, J. G. McL. (the mortgagor), in which he agreed to pay interest on his mortgage "at nine per cent. per annum until the 21st October next, or so long as you allow the same to stand." The surprise was claimed to arise out of certain interviews in 1888 with defendant's solicitor, in which he asked that the interest be reduced to eight per cent., and the summary manner in which the matter was disposed of in the Master's office.

Held, that after the Master has closed the hearing on a reference, he should not open it or receive any further evidence, except under such a state of facts as would warrant a new trial at law being granted, and that no such case was made.

Waddell v. Smith, 3 Ch. Ch. 412, followed.

Held, also, that it is not sufficient to show that the new evidence is material. Evidence of materiality must be accompanied by evidence of previous diligence.

Held, also, that as some evidence was given before the Master in support of an agreement to pay the higher rate of interest, the latter was only corroborative, and discovery of merely corroborative

evidence is no ground for a new trial.

Held, also, that the additional interest claimed could not be a charge on the land, because the latter was signed by J. G. McL. only, and his co-defendant was the owner of the equity of redemption, and it was not shown that she had notice of the letter, or that J. G. McL. was her agent. *Freehold Loan and Savings Co. v. McLean*, 384.

MASTER AND SERVANT.

Master and servant—Wages—Temporary illness.—Where a servant hired by the week is absent, on account of illness, six or seven weeks, he is not entitled to be paid for the time during which he was absent. *Miller v. Morton*, 1.

MECHANICS' LIEN.

A preferential claim under Winding up proceedings.

See COMPANY, 1.

MENACES.

Letter demanding money with menaces.

See CRIMINAL LAW, 1.

METHODIST CHURCH.

Sale of church lands.

See CHURCH LANDS.

MISNOMER.

In interpleader issue.

See FRAUDULENT PREFERENCE, 2.