

thereunder shall suffice, unless the Supreme Court in its discretion shall otherwise order."

The judgment in this case was not entered up "by virtue of" nor is it one of the class "referred to" in the 8th section of 24 Vict. ch. 5, there being no time limit as to notice of sale of lands to be levied on thereunder expressed in the defeasance to the warrant of attorney on which it is entered. It is therefore governed by 38 Vict. ch. 11; and as the Court has not otherwise ordered under that statute six months' notice of sale, which is, it appears, the notice that has been given, is all that the law requires.

With regard to the second ground, namely, the excessiveness of the amount of the levy, the judgment was entered on a warrant of attorney dated 5th December, 1882, authorising the entering up of a judgment for \$300, with the costs of suit. In the defeasance to the warrant of attorney it is alleged that the warrant is given to secure from the defendants to the plaintiff the payment of the sum of \$152 in five annual instalments of \$30.40 each with interest at the rate of ten per cent. per annum, to be paid on or before the first day of October in each year; and there is a provision authorising the charging of compound interest at the rate mentioned in case of default in payment of the interest, and also that in the event of such default the whole principal sum should become due and payable.

No payment was made by the defendants of any part of either principal or interest until after the time fixed for the payment of the last instalment.

The question that has been argued before us is whether the plaintiff is entitled to charge interest on the judgment, after the date fixed for the payment of the last instalment, such interest being included in the levy, and there being in the defeasance to the warrant of attorney no contract or stipulation for the payment of such interest.

It is a well established rule of law that where a written security for the payment of money at a certain day stipulates for the allowance of a certain rate of interest up to the day fixed for payment, interest at the same rate is not implied to be payable afterwards; and in the event of a judgment being entered up for the principal and interest thus secured, the plaintiff, in the absence of statutory authority allowing interest upon a judgment debt, is not entitled to include in a levy under an execution issued on such judgment, any sum for interest subsequently to the date fixed for payment in the