and Mrs. Terry to thirty days. Terry has since petitioned to be discharged from imprisonment, but the application has been refused.

SUPERIOR COURT.

AYLMER, (Dist. of Ottawa,) Oct. 20, 1888.

Before WURTELE, J.

DESJARDINS v. PAUZÉ.

Procedure—Summary matters—51-52 *Vict.* (Q.), *ch.* 26 — *Default to appear — Inscription ex parte—Depositions under* 33 *Vict.* (Q.), *ch.* 18.

HELD:—1. *That in actions in summary matters under the Statute* 51-52 *Vict., chapter* 26, *default to appear is recorded, not at noon as heretofore, but only after the expiration of the day of the return of the writ.*

2. *That in the case of default either to appear or to plead, such causes must be first inscribed upon the roll for proof, and after proof has been made, on the roll for hearing on the merits, and should not be inscribed for proof and hearing at the same time.*

3. *That the deposition of a witness cannot be taken under the Statute* 33 *Vict., chapter* 18, *before a default to appear or to plead has been regularly recorded, or before a plea has been filed.*

The judgment in this cause explains the whole case, and is as follows:—

"The Court, &c.,

"Seeing that the action in this cause purports to be a summary matter under Article 887 of the Code of Civil Procedure as replaced by the Statute 51-52 Vict., chapter 26, and that by Article 892, as replaced by the said statute, the defendant is allowed the whole of the day of the return of the writ to appear, and is not bound to appear as heretofore at noon;

"Seeing that in this cause the prothonotary recorded a default to appear against the defendant at noon on the day of the return, and granted a certificate thereof, and that the plaintiff thereupon forthwith inscribed the cause for proof and hearing on the merits;

"Seeing that the plaintiff took and filed the deposition of his witness on the day of the return of the writ;

"Considering that the default was prematurely and illegally recorded against the defendant, and that the inscription was prematurely and irregularly made, and that the deposition of the witness was irregularly taken and filed before the defendant was in default to appear;

"Considering, moreover, that, in the case of default to appear or to plead, a cause must be inscribed first for proof and subsequently, after proof has been made, for hearing on the merits;

"Considering that the said proceedings are all without legal effect;

"Doth declare the record of the default to appear and the certificate of the same, the inscription for proof and for hearing on the merits, and the deposition produced, to be null and without effect, and doth discharge the cause from the roll of cases under advisement."

Rochon & Champagne for plaintiff.

CIRCUIT COURT.

AYLMER, (Dist. of Ottawa,) Sept. 19, 1888.

Before WURTELE, J.

CAMPBELL v. BELL *et al.*

Tutor—Oath of Office—Agreement to pay interest on interest.

HELD:—1. *That a person who has been appointed tutor can neither implead nor be impleaded in that capacity until he has taken the oath of office.*

2. *That an agreement to the effect that accrued interest shall bear interest from the date on which it will become payable until payment, is valid, and that effect will be given to such an agreement.*

PER CURIAM:—The defendants John Bell and Peter Francis Bell signed a bond on the 29th April, 1885, by which they promised jointly and severally to pay $500 to the plaintiff at the expiration of four years, with interest at the rate of nine per centum per annum, payable yearly. The bond contains this stipulation: "In default of the payment "of the interest as the same becomes due, "all overdue interest to produce interest at "the same rate as the capital sum."

John Bell was married and was in community of property with his wife when the