PER CURIAM. This suit is founded on a promissory note, signed by the defendants on the 19th May, 1883, for the sum of $197.08, payable on the 1st August, then next, (1883,) with interest at 8 per cent.

The defendants have filed a declinatory exception, alleging that the demand exceeds the jurisdiction of the Circuit Court.

At the argument, the plaintiff's counsel contended that the interest on the promissory note should not be taken into account, and that the competency of the court had to be determined by reference to the principal alone.

The jurisdiction of the court is to be determined by the amount due and exigible at the time of the institution, or more properly of the service of the suit. That amount is the demand and the subject of the suit. If it is $200 or less, the suit is cognizable by the Circuit Court. When interest accrues after the service of a suit, it does not affect the jurisdiction of the Court, as the amount claimed is alone the subject of the litigation which is submitted to the judgment of the Court, and as interest after the service is only allowed as a penalty for the defendant's default, and is merely a subsequent accessory to the demand. In such a case, the contention of the plaintiff applies to this extent, that the competency of the Court is determined by the amount, or in other words, the principal claimed, without reference to the interest to accrue afterwards.

In this case, the plaintiff's claim on the day of the institution of the suit, was composed of the principal of the promissory note, and of the sum of $51.93 for accrued interest, amounting together to $249.01. This aggregate forms one debt, and it is on the demand for this debt that the plaintiff asks for the adjudication of the court against the defendant. The debt sought to be recovered, therefore, exceeds the jurisdiction of the court.

I must consequently maintain the declinatory exception, and declare the tribunal incompetent; and I dismiss the parties, saving to the plaintiff his recourse before a competent court.

Rochon & Champagne, for the plaintiff.
Henry A. Goyette, for the defendants.

SUPREME COURT OF CANADA.

Manitoba.]

FEDERAL BANK OF CANADA v. CANADIAN BANK OF COMMERCE.

Writ of Execution — Payment of Amount to Sheriff—Application of Proceeds—Interest of third party in defendant's lands—Interpleader.

In August, 1881, the H. B. Company executed an agreement for the sale of certain lands to A. In March, 1883, A. conveyed the land to R., manager of the Federal Bank. The trustees of a church corporation wishing to purchase the land, R. reconveyed it to A., to enable him to get a deed from the Company, and A., on Aug. 4th, 1883, having obtained his deed, executed a deed to such trustees. It was agreed that the F. Bank was to receive a portion of the purchase money from the church. On the same day that the deed to the trustees was executed, the Bank of Commerce, having a judgment against A., placed an execution in the sheriff's hands. The trustees paid to the sheriff the amount of the execution, believing that the same was a charge upon the land bought from A., and received a certificate from the sheriff that the land was free from execution. The Federal Bank gave notice to the sheriff that they claimed the money, and an interpleader order was issued to try out the title to it.

Held, affirming the decision of the Court below, 2 Man. L. R. 257, that the money having been paid to the sheriff on an execution duly issued, must be paid to the execution creditors, and a third party could not claim it.

Semble, that the lands were neither "taken or sold," within the meaning of the interpleader Act, and the proceedings were, therefore, improper.

Appeal dismissed with costs.

McCarthy, Q. C., for appellant.
Robinson, Q. C., for respondent.

Nova Scotia.]

CONFEDERATION LIFE ASSOCIATION v. O'DONNELL.

Life Insurance—Delivery of Policy—Escrow — Instruction to Agent—Policy not Countersigned—Payment of Premium—Admissibility of Evidence—Entry in books of Deceased against Interest.