

A witness may, on assigning cause, demur to the questions propounded to him; upon which the examination must be suspended until the Court decides. (a)

If the books of a bank be shewn to contain evidence pertinent and proper, the party is entitled to have them produced, or to have extracts taken from them.

A witness may be compelled to attend and have his deposition taken before a Justice of the Peace.

The general rule is that no one can be allowed to intrude himself upon another as his surety; and therefore if a man voluntarily pays the debt of another, without any agreement to that effect with the debtor, he cannot take the place of the creditor, or recover of the debtor the money so paid.

The doctrine of substitution embraces only those cases where there is a principal debtor and a surety by express or implied contract; or where, for the benefit of commerce, a man is allowed officiously to place himself in the condition of a surety; or where he has by mistake, as in the case of an executor, made payment as if he had stood in that situation.

The marshalling of securities is only made where the debt is so secured as to give to the creditor the means of obtaining payment out of the two funds, and others can reach only one of them. In such case the Court will compel the creditor who holds the more comprehensive security to obtain payment, as far as practicable, out of the fund which the other creditors cannot reach; so as to leave the other fund to be distributed among the creditors holding more limited securities. (b)

The general rule is that interest is not given upon interest, and therefore, on a bill for an account, for the recovery of a legacy, or the like, where interest is allowed, it is computed by the auditor from the time the money became due up to the time of stating the account, with interest on the principal sum only from that time until paid. (c)

Interest upon interest, or compound interest, may be charged in the following cases:—

1. Where with the knowledge and permission of the debtor his whole debt, principal and interest, has been paid by a third person or his surety; because as to such third person, or surety, the interest is the same as the principal sum lent.
2. Where a trustee, or holder of the money has been directed, or undertakes, to invest the sum placed in his hands in a way to make it productive, and fails or refuses to do so.
3. Where a trustee has received rents and profits which he should have applied so as to be productive, or towards the maintenance of the beneficiaries: but failing or refusing to do so, retains and uses the money as his own, in a manner to derive profit from it;—there also he shall be charged with the whole profits he has made from the use of it: or on his failing clearly to show what those profits were, it will be presumed that the annual amount of interest had yielded him interest, and he must be charged with interest thereon accordingly, considering each year's interest as an addition to the capital sum lent or withheld. (d)

(a) Approved in *Chew v. Farmers Bank*, 2 Md. Ch. 243.

(b) See *Watkins v. Worthington*, post, 509; *Woolen v. Hillen*, 9 Gill, 186.

(c) Approved in *Rayner v. Bryson*, 29 Md. 483. As to the computation of interest generally, see *Hammond v. Hammond*, post, 306.

) Affirmed in *Diffenderffer v. Winder*, 3 G. & J. 347.