have been arrested or taken upon the suit *after that day*. He merely continued in a custody which had before commenced, and which was legal. So he thought that the provisions of the new act, which were relied upon, did not apply to the case, and discharged the summons.

Crombie, shewed cause, citing *Williams* v. *Burgess* 12 A. & E. 635.

Robinson, C. J., delivered the judgment of the court.

We fully agree in the view taken of this matter in Chambers, and think the defendant's summons was rightly discharged by the Chief Justice of the Common Pleas. The *Ca. Sa.* was no doubt legally issued on the 27th of August. There was nothing then to affect the old practice, which dispensed with a new affidavit of debt and the case was one in which the plaintiff was entitled at that time to arrest.

Then, when the whole of the Statute, of the 22 Vic. ch. 96, is looked at, and not merely the 22nd clause, we see that the Legislature desired to guard against the injustice of allowing the statute to interfere with the legality of proceedings which should have taken place before the act came into force.

The first clause clearly shews that, and the 22nd clause can never be taken to make void a *Ca. Sa.* issued on the 27th of August, for want of a formality which at that time was unnecessary.

Rule discharged.

HOPE v. FERGUSON.

Registrar's Fees.

Where a township lot has been originally granted by the Crown in halves, and the title to each has been continued separate, the Registrar must on application furnish an extract of conveyances relating to either half. He cannot furnish and charge for extracts of conveyances relating to the other part

He is entitled to charge only 1s. 3d. for the first hundred words, and 9d. for each additional hundred words contained in the whole extract and certificate. Not 1s. 3d. for each numerical, treating it as a separate abstract and certificate.

This was a case stated for the opinion of the Court under the Common Law Procedure Act, 1856.

The defendant is the registrar of the County of Middlesex. The plaintiff being interested in the title to the west half of the east half of lot 23 in the first concession north of the Egremont Road in the township of Adelaide, required from the defendant as such registrar a certificate of the state of the title of the west half of the east half of the lot.

The Crown had granted said lot 23 originally in half lots, that is to say, the west half and the east half to different persons, and so far they were distinct and separate, and by no conveyance had been intermingled with each other. The lots in the township are 200 acre lots, and the plan of the Township made by the Government, does not show a sub-division of the lots into halves. The custom has always been in the Registry office to keep the index in this manner, viz: A page is taken for all the lots in a concession, then a space allotted for each lot in that concession, and the conveyances affecting each lot are there inserted by numbers, beginning with the first after the Patent as No. 1; and these numbers then enable the person searching to refer to the books containing the transcript of the memorials. In the present case all the conveyances, whether of the west half or east half of the lot, are entered as of that lot, but the index in no way gives information whether the number *One*, for instance, or any other particular number, affects the east or the west half of the lot.

In making the search and giving the certificate in this case, the defendant certifies that his first search shews that the Crown had granted this lot in halves, and then he makes sixteen further searches of numbers of the index, which refer him to transcripts of memorials as well of half of the lot not inquired for as of that sought after, and then the Defendant charged for eighteen searches and certificates, instead of eighteen searches and one certificate, which was all that was done or certified.

The questions stated for the opinion of the Court were these:—

First,—Has the Registrar the right to insist upon furnishing extracts of all conveyances relating to a whole lot of 200 acres, when an abstract of the title to a portion of the lot is required, or is the Registrar limited in making his extracts to the conveyances relating to the part of the lot asked for, the lot being originally granted in half lots?

Secondly,—Has the Registrar a right to charge 1s. 3d. for each abstract as stated, or is he only entitled to 1s. 3d. for the first one hundred words, and the sum of 9d. for each additional one hundred words?

BURNS, J., delivered the judgment of the Court.

There appears to us no difficulty in either of the questions submitted to the Court. As to the first, we do not think the Registrar is bound in any way to give extracts or certificates of such portions of the lot as are not asked for, nor can he compel a person to pay for such. The Registrar might make search to see whether the Crown had granted it in halves, but as soon as he discovered that it was granted in halves, his search and his extracts then should be confined to that part which was asked for; and his abstracts for which he would have a right to charge should be confined to that part. There is nothing in any of the Registry Acts requiring the Registrar to keep an index in any particular form. The index is kept for the purpose of facilitating searches, and if the Registrar finds that it enables him to make his searches more easily, to insert all the conveyances affecting a particular lot in one part of the page, he may do so, though the Crown may have granted it in half lots, yet that will not enable him to charge for searches and abstracts for the whole when not wanted. When a person subdivides a lot himself, and does not furnish the Registrar with a plan, the Registrar has no other mode than to put all conveyances in the one index affecting that lot. This case is not of that description, however, for the Crown originally granted it in half lots, thereby making them just as distinct as if the two had been separate lots. If the Registrar by his index cannot tell without search which half of the lot the particular number of conveyance refers to in the index, but must look at the book, and then finds that it is the other half of the lot than the one sought for, then it is his index which is at fault, and that search must go for nothing. If he had subdivided his index, as the Crown subdivided the lot, and followed the subdivision which the Crown had made, there would have been no such difficulty as presented in this case, and we see no reason why the Registrar should not, even for the purpose of convenience to himself in searching, adopt the division made by the Crown. The custom of the office, however, in making and keeping an index to render the searches more easy, will not sanction his making a charge like the present.

With regard to the second, what was required of the defendant was that he should furnish a certificate of title of the west half of the east half of lot No. 23 in the 1st concession north of the Egremont Road Township of Adelaide, with judgments. The defendant to complete this, has looked at a number of memorials, and he considers that each memorial is to be considered as a separate and distinct extract and certificate, though upon his own document furnished he has put but one certificate for the whole. According to his own showing he had made but one extract and one certificate, though to do that he required to look at several memorials. He should have charged only 1s. 3d. for the first one hundred words, counting each figure as a word, and then 9d. for each one hundred additional words contained in the extract and certificate counted together.

It may be that in some instances extracts of memorials may be required to be certified separately; but this case is not of that description, for the Registrar merely states the name of each grantor and grantee and the date, the date of registry, and what description of instrument, whether Bargain and Sale or Mortgage.

Judgment should be entered for the plaintiff.

COMMON LAW.—CHAMBERS.

Reported by A. MCNAB, Esq., M.A.

BROWN *vs.* JOHNSON.

Double execution—Poundage, &c.

Where writs of *fi. fa.* are issued to two Counties, and both Sheriffs seize goods sufficient to satisfy the execution, and Plaintiff and Defendant afterwards settle and Sheriff is ordered to withdraw, both are not entitled to poundage.

Summons on Sheriff of the County of Wellington to refund poundage exacted by him upon a writ of *fi. fa.*

The Plaintiff sued out a writ of *fi. fa.* on the 8th of June, 1858, directed to the Sheriff of the United Counties of York and Peel,