

Danger of employing unlearned conveyancers commented on, and the expediency of throwing safeguards round the practice of conveyancing in some such way as is done in Manitoba pointed out.

### PRACTICE CASES.

Armour, J.]

[June 5.]

MACNEE V. ONTARIO BANK.

*Division Courts—Rule 285 O. J. A.—Prohibition.*

The County Judge of the County of York, acting as Judge of the First Division Court in that County, upon the application of the defendants, made an order, under Rule 285 O. J. A., for the examination of a witness *de bene esse*, and dismissed a subsequent motion by the plaintiff to set it aside.

The plaintiff then moved for an order for a writ of prohibition to prohibit the said Division Court proceeding, and admitting, at the trial, the evidence taken under the order on the ground that the County Judge had not any jurisdiction to make the order.

*Held*, that the County Judges may, in their discretion, apply the rules of the O. J. A. to the Division Courts, and that the County Judge had jurisdiction to make the order complained of.

*G. Bell*, for plaintiff.

*W. Barwick*, for defendant.

Boyd, C.]

[June 18.]

THOMPSON V. THOMPSON.

*Interim alimony—Time.*

Alimony only runs from the service of the writ where no delay has taken place. This does not mean that the plaintiff should take the full time allowed by the rules of Court, but should be diligent in the conduct of the suit and expedite it as much as possible.

*H. Cassels*, for the plaintiff.

*Hoyles*, contra.

Cameron, J.]

[June 19.]

BANK OF NOVA SCOTIA V. LA ROCHE.

*Motion for judgment under Rule 80 O. J. A.—Stay of proceedings.*

An action upon a promissory note, commenced by writ of summons. By the endorsement it appeared that the plaintiffs resided at Winnipeg.

After appearance and on the 1st of June, 1883, the plaintiffs obtained a summons from the local judge at Belleville, returnable on the 6th June, to show cause why final judgment should not be signed against the defendant under rule 80, O. J. A. On the 5th June the defendants obtained a *præcipe* order for security for costs. On the 6th June the plaintiffs obtained a summons to set aside the order for security for costs. On the 8th June the plaintiffs moved absolute their summons to set aside the order for security for costs, and for leave to sign judgment; to which no cause was shown except that the proceedings were stayed by the order for security. The local judge set aside the order for security, and gave leave to the plaintiffs to sign final judgment in the action.

Upon appeal to CAMERON, J.—

*Held*, that the order for security was of as much binding force as if it had been made on an application to a judge or master, and the moment it was served it suspended all proceedings. That the defendants have no defence on the merits is not a ground upon which to move to set it aside.

*Held* also, that the application for security for costs was made at the proper time.

Order of the local judge rescinded, with costs to be costs in the cause to the defendants in any event.

*Clement*, for the defendants.

*Aylesworth*, for the plaintiffs.

Boyd, C.]

[June 19.]

NORTH OF SCOTLAND V. BEARD.

*Præcipe judgment of foreclosure—Order for immediate payment.*

*W. Barwick*, for the plaintiff, moved for a direction to the Registrar of the Chy. Div. to insert in a *præcipe* judgment of foreclosure in a mortgage suit, an order for immediate payment of the amount due by the defendant under his covenant up to judgment. The registrar to take