

Held, that the phrase "Effectually prosecute his said appeal" is synonymous with "Prosecute his said appeal with success." *Perreau v. Beven*, 5 B. & C. 284, that having failed in his appeal, the appeal had not been successfully prosecuted, and that defendants must pay on the bond on which they were sureties the amount of the judgment recovered.

Held, also, that a County Court judge can amend his final order for judgment, and add words which have been omitted through error or accidental slip.

Harrington, Q.C., for defendants.

Tremaine, Q.C., for plaintiff.

EN BANC.]

[May 18.

MCISAAC v. MCNEIL.

Adjournment of motion for writ of certiorari to allow defective affidavit under C.R. 1891, rule 29, to be remedied.

Plaintiff having recovered judgment against defendant in a Justices' Court, defendant moved for a writ of certiorari, to remove it into this Court.

Plaintiff objected that the affidavits of justification of bail required by Rule 29 of the Crown Rules were defective, and that a copy of the judgment was not attached in accordance with the practice. Leave to file further affidavits of justification, to bring in a copy of the judgment, and an adjournment to enable him to do so, were granted to defendant. An order was taken out which also contained provisions that the affidavits be served on plaintiff before the adjourned hearing, and that he be at liberty to raise at said adjourned hearing any question as to the filing so allowed. Plaintiff appealed from this order.

Held, that the Judge might adjourn in this way, and that plaintiff was premature in his appeal. He should have awaited the result of the adjourned hearing.

TOWNSHEND, J., delivered the judgment of the Court, WEATHERBE and HENRY, J.J., concurring.

J. Meagher, contra.

Cahan, for defendant.

Fulton, for plaintiff.

EN BANC.]

[May 18.

MAGUIRE v. CARR.

Satisfaction of judgment—Irregularity as to filing satisfaction piece.

Plaintiff recovered judgment in 1883 against defendant, which with the exception of \$110 was shortly satisfied.

The judgment was thereafter assigned several times, but no notice of any such assignments was given defendant. In October, 1885, one H., as agent of plaintiff, delivered to defendant a satisfaction piece signed by the plaintiff, taking a note for \$110. Defendant thereupon filed the satisfaction piece with the registrar of deeds, believing this to be the correct practice. Shortly afterwards the note was renewed in three parts, payable to H., who subsequently hearing of the irregularity as regards the filing of the S.P., and being