

	PAGE
_____ <i>Security for costs.—Security for costs pending summons for judgment.—Held, That where a summons was taken out to enter judgment, and during the pendency of such summons, a summons for security for costs was served, that security must be given before the defendants can be called on to show cause to the summons to enter judgment.</i>	
<i>Taylor v. Rainy Lake Lumber Co.</i>	240
_____ <i>Security for costs.—Nominal plaintiff.</i> <i>Martindale v. Conklin.</i>	338
_____ <i>Service of writ substitutionally under Bills of Exchange Act.—Bank of Nova Scotia v. Lynch.</i>	180
<i>Union Bank v. McDonald.</i>	335
_____ <i>Service, substitutional.—Bills of Exchange Act.—Substitutional service of writ—Delay in application to set aside judgment.—Where judgment obtained and execution placed in sheriff's hands, and no application made to set same aside for nearly a year, Held, that after such delay, the Court would not interfere upon a ground of irregularity. Held, that the provisions of Con. Stat. Man. c. 31, s. 35, as to substitutional service, do not apply to writs under the Bills of Exchange Act. Bank of Nova Scotia v. Lynch, 1 M. L. R. 180, reviewed.</i>	
<i>Union Bank v. McDonald.</i>	335
_____ <i>Setting aside judgment.—Delay.—The writ was issued on 23rd June, 1883. Judgment was signed 10th July, and execution issued 16th July, 1883. On 3rd March, 1884, defendant applied to set aside the judgment, on the ground of irregularity, and on the merits. Held, application refused.</i> <i>Tait v. Calloway.</i>	102
_____ <i>Stamps.—Re-filing and re-stamping.—Common law and Equity.—Stewart v. Turpin.</i>	339
_____ <i>Staying proceedings pending re-hearing.—Chadwick v. Hunter.</i>	109
_____ <i>Summons.—Writ ex juris.—Indorsement on.—Imperial Bank of Canada v. Prittie.</i>	31
_____ <i>Time.—Christmas and three following days.—Fortier v. Gregory.</i>	25
_____ <i>Writ of summons.—Application to sign judgment where served ex juris.—Western Canada Loan Co. v. Sutherland.</i>	201
_____ <i>See EXECUTION, EXEMPTIONS.</i>	

PREFERENCE. See FRAUDULENT PREFERENCE.

PRINCIPAL AND AGENT.—*Diligence.—Held, That the agent, in employing the services of an auctioneer, should have used diligence to make a reasonable bargain for his remuneration. The auctioneer having retained, out of the moneys received by him, an excessive fee, the agent was charged with the excess.* *Vivian v. Scoble.* 125