

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. Taylor v. Rainy Lake Lumber Co. . . . .	240
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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. Union Bank v. McDonald . . . . .	335
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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