

Vic., ch. 13, "Entering every judgment 1s. 6d.," is not now the question; but the question is, how the schedule to the statute 9 Vic. ch. 7 is to be interpreted. The meaning of the word "entered," is, after the pleadings and proceedings are transcribed at length upon the roll; and "judgment entered" is always applied to the final judgment, and never to the interlocutory judgment, unless that it be a final judgment—as, for instance, in an action of debt, when no writ of inquiry is sued out. In all cases where the interlocutory judgment is not a final judgment the expression used is that of "signing" judgment. The signing of judgment and entering of judgment are two different things. The signing of judgment is the marking of the clerk that it is signed, and the memorandum in respect of it is signed by him; but the entering of judgment is the transcribing of the pleadings and proceedings upon the roll to the award of execution; and when that is done the judgment is then said to be entered, but it is not entered before that is done. In England the common practice was, and is, to sue out execution upon signing a final judgment before entering it; but in this country the practice has always been different; and it has commonly been, I suppose almost invariably, the case that the judgment was entered before suing out the execution. The term "entered" means a judgment entered for the purpose of suing out an execution, and not a judgment required for the purpose of suing out a writ of inquiry; or carrying down a record to assess damages. That the legislature understood