person referred to in the former article was not the plaintiff,

Held, that the action was frivolous, and the defendants were entitled to security for costs under R.S.O., c. 57, s. 9.

Hilton for the plaintiff.

Langton, Q.C., for defendants.

ROSE, J.] [Nov. 29.

TORONTO DENTAL MANUFACTURING CO. *v.* MCLAREN.

Judgment—Application by plaintiffs to vacate their own judgment — Fraud — Mistake—Merger.

Judgment was recovered by the plaintiffs against the defendant upon a promissory note given for part of the purchase money of goods sold by the plaintiffs to the defendant.

Under the execution issued upon the judgment the goods sold were seized, and were claimed by the defendant's wife under a bill of sale from her husband, which recited that in purchasing the goods he acted as her agent.

Held, upon the evidence that fraudulent collusion between the husband and wife to defeat the plaintiffs' claim, was not established; and in the absence of fraud or mistake the court would not grant the plaintiffs the extraordinary relief of vacating the judgment against the defendant in order to allow them to proceed against the wife.

Held, also, that so long as the judgment stood, no action could be brought upon the original cause of action, which had become merged.

G. G. Mills for the plaintiffs.

J. M. Clark for the defendant.

C. J. Holman for Janet McLaren.

BOYD, C.] [Dec. 3.

KELLY *v.* WADE.

Order of court—Delay in issuing—Abandonment—Effect of pronouncing judgment on merits.

The plaintiff in an action of tort recovered a verdict which was set aside and a new trial granted by the order of a Divisional Court in June, 1889. The plaintiff died in the spring of 1890, and at the time of her death the order had not been issued.

Held, upon an application in December, 1890, that the defendants were entitled to issue the order; the delay affording no evidence of an intention to abandon it.

A judgment pronounced by the Court, affecting the merits, is an effective judgment from the day it is pronounced; the formal signature of the judgment is merely the record that it has been pronounced.

MacKelcan, Q.C., for the plaintiffs, by revivor.

Aylesworth, Q.C., for the defendants.

OSLER, J.A.] [Dec. 6.

DAVIDSON *v.* TAYLOR.

Attachment of debts—Judgment for damages—Non-entry of — Solicitor's lien for costs—Amount of—Powers of Division Court Judge—R.S.O., c. 51, s. 197.

The judgment of the judge who tries the cause, with a jury or without one, is now an effective judgment from the day on which it is pronounced; and where damages are awarded thereby, they are attachable as a debt without the formal entry of judgment.

Holtby v. *Hodgson*, 24 Q.B.D., 103, followed.

Where solicitors claimed a lien for costs upon a judgment recovered, the amount of which was the subject of a garnishee suit in a Division Court,

Held, that the judge in the Division Court had power under s. 197 of the Division Courts Act, R.S.O., c. 51, to decide upon the proper sum to be allowed in respect of such lien, and was not bound to refer it elsewhere.

W. M. Douglas for the appellant.

W. H. Blake for the respondent.

STREET, J.] [Dec. 18.

MCLEAN *v.* ALLEN.

Receiver—Equitable execution—Share under will—Construction of will—Security—Creditors' Relief Act—Appointment of receiver in action in which judgment recovered.

Motion by the plaintiff to continue an order for the appointment of a receiver by way of equitable execution, and motion by the defendant to discharge the order.

The interest of the defendant in the property sought to be realized was acquired by him under a will devising an interest to the defendant during his life for the support and maintenance of himself and his children, with remainder to the heirs of his body or to such of his children as he