All papers in a Quo-Warranto proceeding must be regularly and properly filed. From some papers I have received it seems necessary to draw attention to this; if once filed they may be used on entering judgment without being further filed. Quo-Warranto filings.

I would receive Chattel Mortgages by post and register them as of the time received in office hours; if received after office hours I would register them of the hour at which the office opened next morning. Chattel Mortgages, receiving by post.

Under Rules 366 and 369, it has been held in a case of Meyers *vs.* Hendricks, 19 Prac. Reports. 363, that the original appointment must be served. Appointments, serving of.

A vesting order should be entered as a judgment in the judgment book, and the usual judgment fees charged, the officer must keep the order the same as a præcipe for judgment, it being his authority for entering the judgment and the document on which the stamps are put and obliterated, and without which there is nothing to show that the judgment itself is legal. I am particular on this point, because I know in the Chancery Division they follow a different practice, and do not keep these orders or the præcipe for judgment. Why, I don't know—the order itself, of course, requires the usual fifty cent stamp—if it is wanted to show what is in this order to any other officer, a copy can be given for that purpose. Vesting orders, judgment.

It does not follow that because a judgment has been set aside without costs, a Solicitor should not get the costs of it from his client; this, as all other claims made by a Solicitor, depends upon its own merits and circumstances. If the judgment was signed iliegally, as say before its proper time or against good faith, I would not allow the costs of it as against the client, because it would shew gross ignorance or carelessness on the part of the Solicitor, the costs of which he should bear himself; but if it was legally signed and without any breach of faith or other misconduct on the part of the Solicitor, and it was set aside without costs, I would allow the costs to the Solicitor as against the client. You have to take all the circumstances together and determine the rights of the matter. Proceedings set aside without costs. Costs. Solicitor and Client.

If a case is entered for trial, say at Cornwall, and is put off on payment of costs, and the venue changed to Brockville, the officer at Brockville is entitled to three dollars on the record being entered with him; he should also charge jury fees if it is a jury case. See 6/81, and 20/ and 34/81 and 20/82 and 9/80. Change of venue. Entry for trial fees.

Action on promissory note. Defendant's appearance dispenses with statement of claim; case entered for trial at the Assizes, judgment for Plaintiff with costs of the simplest proceedings on which he could have recovered judgment; no statement of defence was put in. The simplest mode by which judgment could have been recovered in this case, was to have signed final judgment by default of a statement of defence under Rule 204; the rules bearing on this are 55 A, 158 B, 161 and 204; you will see that the wording of 161 is peculiar; the word "may" being used instead of "shall," but the whole context of the rule would, I think, show that "shall" is really meant because it says that "unless such time is extended by the Court or a Judge," which would be insensible if "may" was intended to be used or given Judgment Costs. Shortest mode of getting.