to the *neglect* of Smith, is cut out by the *subsequent* judgment registered against Jones, for *prima facie* the title is in Jones. See *Bank of Montreal* v. *Stevens*, in the article referred to.

2. Had the judgment been obtained *prior* to the deed (or mortgage), but not registered until after the execution of the deed, the judgment would not bind, owing to the *neglect* of the judgment creditor to register his judgment. See *Thirkell* v. *Patterson*, in same article.—EDS. L. J.]

To the Editors of the Law Journal.

GENTLEMEN,—Permit me, for the first time, to request an answer, in your next number, to the following questions on the case here supposed, as it is one of general interest.

1.—A had a chattel mortgage on the goods of B, but neither took possession of the goods nor filed the mortgage, as provided by the statute 20 Vic. chap. 3.

2.—B happens to get sued in the Division Court by C, (but before judgment is entered against him,) A, by a warrant, directed an agent of his to take possession of the goods of B, sell the same and remit him the money, the agent did not do so, but instead took a bond from B with sureties to the effect that the goods should be forthcoming when required by A, and then left the goods where he found them, viz., in the possession of B who carried on the business as usual in his own name.

3.—After this C issues execution against B, bailiff seizes the goods above named in B's possession. A then comes forward and claims first as owner of the property, and secondly as being in possession of the same, stating the goods were only rented to B, claiming under the chattel mortgage at this time run out, and by virtue of the seizure made by his agent under the warrant.

4.—Which party have the legal right to the goods, A or C?

I am, Gentlemen,
Yours truly,
A SUBSCRIBER.

P. S.—Can you give any decided cases in point?

[This question is one of general law, which we have repeatedly told our correspondents we do not profess to answer. However, as it comes from a Division Court Clerk, to whom an answer may be of some use, as such we make an exception in his favor.

Our correspondent's plea of not having troubled us before with any queries is not with us a good one, as it has always been one of our chief objects to induce our readers, especially amongst Division Court Clerks, to correspond with us on any matters or questions of general interest which may come under their notice. It is the best proof that can be given that our labours are not in vain.

As to the question before us, we consider that the goods were liable to C's execution, the provisions of the act not having been complied with in regard to renewing the chattel mortgage by A.

A's agent having taken a bond for the goods to be forthcoming, but still leaving them in B's possession, would not protect them from B's execution creditors; as there evidently should be some actual if not continued change of possession, the chattel mortgage not having been renewed. See *Street v. Hamilton*, U. C. O. S. 568.—EDS. L. J.]

To the Editors of the Law Journal.

GENTLEMEN,—For the required information in regard to the working of the 91st clause of the Division Court Act, 1850, I submit a statement of the result of the Judgment Summonses issued from and out of this Court, for the period of eighteen months—viz., from 1st January 1858, to 30th June 1859:—

		AMOUNT.
Number issued for the year 1858.....	46	$1471 09
Number issued for half-year 1859.....	15	463 02
Total.....	61	$1934 11

1858.	1859.	TOTAL.	
11	3	14	Summonses not served.
4	2	6	" withdrawn.
4	1	5	" dismissed.
6	3	8	Order not complied with.
7	2	9	Paid in part.
8	3	11	Paid in full.
7	1	8	Commitments issued.
46	15	61	

If plaintiffs had not availed themselves of the provisions of the said clause, the result would have been far different.

I am, Gentlemen, your obedient servant,

JOHN ALLCHIN,
Clerk 5th Div. Court Co. Waterloo.

New Hamburg, Sept. 29, 1859.

To the Editors of the Law Journal.

MESSRS. EDITOR:—Under the "Amended Tariff of Fees" receivable by Clerks of Division Courts, one shilling is set down for transmitting papers to another Division or County for service; and one shilling for receiving papers from another Division or County for service, entering the same in a book, handing the same to bailiff, and receiving his returns.

When a bailiff makes his return to execution on transcript of judgment, it is usual for the Clerk to make a formal return to the Clerk who issued the transcript. In some cases this is absolutely necessary. For instance, where plaintiff wishes to proceed against lands in the County Court, as in such cases the particulars of issuing execution and return, "*nulla bona*," must be shown.

Now, there is nothing said about any fee for *transmitting these returns* to the issuing Clerk. One or two of my correspondents charge a shilling for making return to transcript; but the majority, like myself, do not.

What do you think about the legality of the charge? Should I refuse to allow the shilling in settling with other offices? It is certainly of importance that the practice should be uniform, and still more that it should be strictly legal and correct.

W. S.

October 10, 1859.

[The item on the amended tariff of fees does not cover the service referred to by W. S.

Our correspondent seems to be under some misapprehension in respect to the transcript of judgment. Under sec. 3 of 18 Vic., c. 125, the Clerk of any Court in which a judgment is entered upon application of the judgment creditor is required to prepare a transcript, and transmit it to the Clerk of any other Division Court Clerk named by the creditor. This transcript of judgment with certificate is entered by the receiving Clerk in the proper books, and it then becomes a *quasi* judgment in the Court of the receiving Clerk; "and all proceedings may be taken for the enforcing and collecting the judgment in such last mentioned Division Court by the officers thereof, that could be had or taken for the like purpose upon judgments recovered in any Division Court.

As we understand the provision, the official duty of the transmitting Clerk ceases when he has performed the duty referred to. He is not compellable to take any further steps without special order of the judge. But he may, and as a fact does in most cases thereafter act as agent for the judgment creditor or as the medium of communication between him and the receiving clerk.

The "instance" given does not touch the point. The pro-