

The local registrar did not on that day sign this paper on its face, but it was properly stamped, and indorsed upon it are the words:

"Minute of judgment. Judgment signed 6th October, 1890." And this indorsement was duly signed "Arch. Thomson, L.R., H.C.J."

Mr. Thomson also indorsed this paper, "Received and filed this 6th day of October, 1890. Arch. Thomson, Clerk."

On the following day a memorandum was made by Mr. Thomson in the judgment book in his office, and in that book Mr. Thomson signed the entry, and then upon the paper above mentioned, on the margin, Mr. Thomson wrote "Entered in Liber C. folio 123, Oct. 7, 1890;" and he signed "A. T., L. R."

I am of opinion that what was done in this case was a substantial compliance with Rules 764 and 775 of the Consolidated Rules of 1888.

I find that there was no misrepresentation as to the service of the writ. It may be that Mr. Green's recollection as to service of writ is not accurate because of his supposing, if he did so suppose, that having made an assignment for the benefit of his creditors—having made a complete surrender—nothing more could be done in the action George had instituted. Mr. Green does not suggest this, nor does he say that there was any understanding or agreement with Mr. Delahaye as a consideration for making the assignment. It appears that shortly after the assignment, Mr. George was willing to accept 25 cents on the dollar in full settlement, so I infer that at that time Mr. George was not very anxious to get a judgment, and that Mr. Green was not very anxious to prevent a judgment going.

Mr. Green—plaintiff in the issue—urged upon the trial the further objection that the judgment by default could not stand, because the writ was not properly specially indorsed. Was this writ specially indorsed so as to entitle plaintiff to sign final judgment by default in case of non-appearance? The point presents considerable difficulty. I have looked at a great many cases—those collected by Mr. Middleton in his