of interest: that in default of the payment of the interest thereby secured the principal thereby secured shall become payable; and that until in payment the mortgagor shall have quiet possession.

Held, that no interest was payable until after each instalment of principal became due if the payment thereof be then delayed.

F. S. Wallbridge, for the plaintiff.

F. E. Reddick, for defendants.

John Hoskin, Q.C., for the infants.

PRACTICE.

Dalton, Q.C.] [Sept. 16.

WARD v. JACKSON.

Notice of trial—Remanet from assizes—Chancery Division sittings.

When a case has been made a *remanet* at the assizes, a notice of trial for the Chancery Division sittings is irregular and will be set aside.

Aylesworth, for the defendant.

J. M. Clark, for the plaintiff.

Wilson, C.J.] [September 16.

HILLYARD v. SWAN.

Judgment—Setting aside—Execution.

The plaintiffs signed judgment on default of appearance in an action for a money demand, and the defendant was afterwards, upon application to a local judge, let in to defend upon the merits upon certain conditions, one of which was "the judgment and execution (*fi. fa.* goods) now in force to stand as security to the plaintiffs, unless and until the defendant pays into court the amount of the plaintiff's claim, or gives security therefor." The defendant did not pay into court or give security. The action was tried and a verdict given for the plaintiffs, subject to a reference to ascertain the proper amount due to the plaintiffs; and the referee found a less amount due than that for which judgment had originally been entered. After verdict, and before the finding of the referee, the plaintiffs issued and delivered to the sheriff a *fi. fa.* against the lands of the defendant on the original judgment.

Semble, the original judgment could not stand when the case was reopened and the defendant let in to defend. But as the parties had treated the judgment as standing,

Held, that it and the *fi. fa.* goods could be reduced to the sum found by the referee, instead of entering a new judgment; but that the issue of the writ of *fi. fa.* lands was quite unwarranted, and the writ should be set aside.

Walter Read, for the defendant.

Shepley, for the plaintiff.

Boyd, C.] [September 26.

PLATT v. GRAND TRUNK RAILWAY CO.

Costs—Taxation—Appeal—Copies of opinions of judges—Objections.

Upon an appeal to a judge in chambers from the taxation of costs by a local taxing officer where the bill was referred to one of the taxing officers at Toronto, as upon a revision,

Held, that there should be no costs of the appeal and revision unless success is substantially with one party or the other.

Charges for procuring copies of opinions of judges in another action for the instruction of counsel, should not be taxed as between party and party.

An appeal should not be allowed as to any item not included in the objections put in to the taxation.

T. Langton, for the plaintiff.

H. Cassels, for the defendants.

Boyd, C.] [September 28.

WARNOCK v. PRIEUR.

Foreclosure—Opening—Irregularities—Lunatic defendant—Appointment of guardian ad litem—Chambers judgment—Rule 69—G. O. O. Chy. 434, 645.

In a mortgage action for foreclosure a local Master appointed the official guardian to represent a lunatic defendant as guardian *ad litem*, without notice being served as directed by Rule 69. The guardian made full enquiries, communicated with the relatives of the lunatic, and put in the usual formal defence on behalf of the lunatic; and a judgment of fore-