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poration—Pleading—Trial. *Small v. American Federation of Musicians*, 2 O. W. R. 26, 33, 19, 278, 310.

Validity—Bailiff.—The service of process in an action made by a bailiff of the district where the writ issued, is valid, although the writ is addressed to a bailiff of another district. *Lapierre v. Brunet*, 6 Q. P. R. 384.

VII. SMALL DEBT PROCEDURE, N. W. T.

Failure to Serve—Alias Writ—Limitation of Actions.—A writ of summonses (under the small debt procedure) had been issued in an action on a debt before the period after which it would become barred by the Limitations Ordinance had expired; it was, however, never served; but after the expiry of the period fixed by the Ordinance an alias writ of summonses was issued.—Held, in view of the provisions of Rule 542 of the Judicature Ordinance (C. O., 1898 c. 21), the issue of the alias writ of summonses prevented the operation of the Limitations Ordinance, and that, therefore, the Ordinance afforded no defence to the action. *Curry v. Brotman*, 4 Terr. L. R. 369.

Meaning of "Debt"—Claim for Wrongful Dismissal.—A claim by a servant hired by the month against his master for wrongful dismissal in the middle of the month, does not fall within the meaning of the words "all claims and demands for debt" in Rule 602 of the Judicature Ordinance, 1898, and proceedings to recover the same cannot be taken under the small debt procedure. Where, however, the plaintiff has brought an action for such a claim under the small debt procedure, and it appears that the defendant has not been in any way prejudiced, the Court or a Judge will, under the power given by Rule 538 direct that the writ of summonses and the service thereof shall stand, but that the action shall continue as an action under the ordinary procedure. *McNeilly v. Beattie*, 20 Occ. N. 292, 4 Terr. L. R. 360.

Place of Entering Suit.—In a small debt action where the cause of action arises within the district of a deputy clerk, and the defendant resides within the said district, the writ must be issued out of the office of the deputy clerk of the district, and a writ issued by the clerk of the district from his own office will be set aside as irregular. *Sharples v. Powell*, 20 Occ. N. 291, 4 Terr. L. R. 94.

VIII. SPECIAL INDORESEMENT.

Claims for Work and Labour and Goods Sold—Absence of Express Contract.—A claim for reasonable remuneration for work and labour, even in the absence of an express contract as to the rate of remuneration, comes within the description of a "debt or liquidated demand," and may be the subject of a special indorsement; and claims for so many days' labour at so much per day and for goods sold and delivered at a named price, in the absence of an allegation of an express contract in either case, are in the nature of a quantum meruit for the labour

and a quantum valebant for the goods, and, in both cases, equally good as the subject of special indorsements. *Graham v. Warwick Gold Mining Co.*, 37 N. S. Repts. 307.

Company Plaintiffs—Incorporation—Bill of Exchange—Notarial Fees.—Action to recover the amount of a bill of exchange accepted by the defendant as "Dean & Co." The action was begun by a specially indorsed writ of summonses. The defendant applied to set aside the writ on the grounds that the plaintiffs being a foreign corporation, the writ should have disclosed how and where the company were incorporated, and that the plaintiffs, claiming notarial fees, must proceed in the ordinary way by declaring:—Held, that the writ was good in form. (2) That under s. 57 of the Bills of Exchange Act, the plaintiffs had a right to interest, bank charges, and notarial fees as part of the bill of exchange. *Cowan Co. v. Dean*, 21 Occ. N. 574.

Company Plaintiffs—Incorporation—Clerical Error—Amendment.—Application to set aside the writ of summonses on the grounds that in the special indorsement the incorporation of the plaintiff company had not been set out, and that the writ was issued in the name of Victoria instead of Edward VII.—Held, that the writ was in good form; (2) that the plaintiff should be allowed to amend under 60 V. c. 24, s. 218 (N.B.), the payment of costs. *London House v. Puddington and Merritt*, 21 Occ. N. 573.

Company Plaintiffs—Incorporation—Particulars.—A specially indorsed writ of summonses issued under 60 V. c. 24 by a foreign company need not aver the incorporation of the company. Particulars of claim under a specially indorsed writ may be attached to the writ. *North Packing and Provision Co. v. Merritt*, 21 Occ. N. 573.

Covenant.—An indorsement upon a writ of summonses of a claim for principal and interest under a covenant in a mortgage in order to be a good special indorsement within the meaning of Order III, Rule 6, and Order XIV, Rule 1, must allege that the monies are due under the covenant. *British Columbia Land and Investment Agency, Limited v. Cum Yoe*, 8 B. C. R. 2.

Foreign Judgment—Interest Till Judgment—Liquidated Demand.—A claim for interest "until payment or judgment" is not a claim for a liquidated demand within the meaning of Order II, r. 6, except where the cause of action is in respect to negotiable instruments, in which case the interest is, by s. 57 of the Bills of Exchange Act, deemed to be liquidated damages. Interest claimed under a statute cannot be the subject of special indorsement, unless it is stated in the indorsement under what Act the interest is claimed. A specially indorsed writ should state specifically the amount due, and when a claim is made for the taxed costs of a foreign judgment, the date of the taxation should be stated. Decision in 9 B. C. R. 27, 22 Occ. N. 154, reversed; Martin, J., dissenting. *Macaulay v. Victoria Yukon Trading Co.*, 22 Occ. N. 377, 9 B. C. R. 136.

Foreign Judgment—Summary Judgment.—In an action on a foreign judgment the statement of claim indorsed on the writ