

The order will go prohibiting any further proceedings in this action in the 9th Division Court in the United Counties of Northumberland and Durham.

If the plaintiffs desire to bring suit in the 2nd Division Court in the County of Bruce, they can do so.

The order will be with costs to the amount of \$15, payable by the plaintiffs to the defendant, at which amount I fix these costs.

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BROWN V. COLEMAN DEVELOPMENT CO. AND GILLIES—MASTER IN CHAMBERS—JAN. 27.

*Judgment—Default of Statement of Defence—Writ of Summons not Specially Endorsed—Sufficiency of Statement of Claim—Con. Rule 587—Regularity of Judgment—Leave to Defend—Terms—Security—Costs—Practice.*—The writ of summons was issued on the 13th July, 1909, and an appearance was duly entered. Nothing further was done until the 20th November, 1912, when the plaintiff obtained, on notice to the defendants, an extension of time for delivery of the statement of claim until the 26th November, which was acted on. For some reason not disclosed on the present motion, no statement of defence was delivered, and judgment was signed by the plaintiff for default of defence under Con. Rule 587, and execution issued against the defendant Gillies, as well as against the defendant company. The defendants moved to set aside the judgment and execution and for leave to defend the action. The Master said that the only point of importance or interest was, whether the judgment was properly signed under Con. Rule 587. The writ of summons had the following endorsement only: "The plaintiff's claim is for work done and services performed by the plaintiff for and at the request of the defendants." The writ was on what is called the "general" form, and did not comply with Con. Rule 139, so that the plaintiff could not have availed himself of Con. Rule 575, if no appearance had been entered, nor of Con. Rule 603 after appearance. The statement of claim gave all necessary details of the plaintiff's claim, and could not be considered a violation of Con. Rule 288. The Master referred to Holmested and Langton's *Judicature Act*, 3rd ed., p. 779, where it is said: "Judgment can be properly signed under Con. Rule 587 only in respect of claims which can be and are specially endorsed on the writ of summons: *Star Life Assurance Society v. Southgate*, 18 P.R. 151;" and said that, if the words "and are" were within