ter entirely for a Divisional Court, I do not wish to add anything to what I have above stated.

Let judgment be entered for plaintiff for the amount of the verdicts in question, with costs of action in each case on the High Court scale.

DECEMBER 7TH, 1906.

GREEN v. GEORGE.

Judgment—Issue as to Validity of Default Judgment—Motion to Set aside Judgment after 15 Years—Service of Writ of Summons—"Signing Judgment"—Sufficiency—Form of Judgment—Special Indorsement of Writ—Price of Goods Sold—Stated Account—Interest—Nullity of Judgment—Irregularity—Setting aside Judgment—Terms.

Appeal by plaintiff from judgment of BRITTON, J. (8 O. W. R. 247), in so far as in favour of defendant, upon the trial of an issue directed by an order of the Master in Chambers.

C. Millar and C. McCrea, Sudbury, for plaintiff.

C. A. Moss, for defendant.

The judgment of the Court (MEREDITH, C.J., MACMAHON, J., ANGLIN, J.), was delivered by

ANGLIN, J.:—The Master in Chambers directed this issue to determine whether or not plaintiff is entitled to have a default judgment entered against him in an action of George v. Green set aside and vacated. Plaintiff alleged (a) that he had not been served with the writ of summons in that action; (b) that judgment was never actually signed against him; (c) that the judgment entered is a nullity because the writ of summons was not specially indorsed. The trial Judge found against plaintiff upon the question of service, and it is conceded that against this finding plaintiff cannot successfully appeal. On the second point we expressed upon the argument our concurrence in the view of the trial Judge that the signature upon the back of the judgment by the local registrar, under the words "judgment signed 6th October, 1890," was a good and sufficient signing of judgment. Upon the third branch the trial Judge held with plaintiff, but