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CARTWRIGHT, MASTER,

MARCH 17TH, 1909.

CHAMBERS.

SOVEREIGN BANK v. LAUGHLIN.

*Judgment—Default Judgment—Setting aside—Summary Judgment for Part of Claim—Proceeding for Whole Claim—Statement of Claim—Irregularity—Judgment Vacated.*

Motion by defendants to set aside a judgment entered by the plaintiffs upon default, and also to set aside the statement of claim.

R. C. Le Vesconte, for defendants.

W. J. Boland, for plaintiffs.

THE MASTER:—The defendants move to set aside a default judgment. This will be allowed. Costs of signing judgment and of the motion to be costs to plaintiffs in any event. Defendants to plead in a week.

The defendants also moved to set aside the statement of claim, because, after obtaining an order for judgment against one of the defendants, the husband of the other defendant, on 2 out of the 3 promissory notes sued on, the plaintiffs are now proceeding as if no such order had been made. This, I think, they can do if so advised. But, inasmuch as they thereby treat that order and the motion for it as being for some reason useless, the costs of that motion and of the present motion, so far as applicable to that question, must be to the defendants in the cause in any event. It will be necessary that the order should vacate the judgment pronounced on 21st October, for reasons given in *Cranston v. Blair*, 15 P. R. 167. The statement of claim would otherwise be irregular, and would have to be set aside.