

cause of action which arose within the jurisdiction, or in respect of a breach of a contract made wholly or in part within the jurisdiction or in respect of any contract executed, or to be executed, in whole or in part within the jurisdiction, and that the writ was personally served upon the defendant, or that reasonable efforts were made to effect personal service thereof upon him, and that it came to his knowledge, and either that the defendant wilfully neglects to appear to such writ or that he is living out of the jurisdiction of the said Court in order to defeat or delay his creditors, to direct from time to time that the plaintiff shall be at liberty to proceed in the action in such manner and subject to such conditions as to the Court or Judge may seem fit (having regard to the time allowed the defendant to appear being reasonable, and to the other circumstances of the case); provided always, that the plaintiff shall be required to prove the amount of the debt or damage claimed by him in such action, either before a jury on a writ of enquiry, or before a Judge, according to the nature of the case, as the Court or a Judge may direct and the making of such proof shall be a condition precedent to his obtaining judgment," and that the plaintiff recovered said judgment under authority of and pursuant to the provisions of said section as upon a contract to be in part executed within New Brunswick.

2. That the exemplification of judgment hereunto annexed is a true exemplification of the judgment sued upon herein.

3. That the plaintiff at the time the writ was issued in the action in which said judgment was recovered and previously thereto, was at, and was and is ordinarily resident at, Saint John in the province of New Brunswick.

4. That on and previous to the 27th, 28th and 29th days of July, 1904, and up to the present time, the plaintiff was and is ordinarily resident and domiciled at Saint John aforesaid.

5. That the said judgment was recovered upon a promissory note referred to in paragraph 5 of the reply herein, which promissory note was in the following words and figures:—

"\$600.00

Lawrencetown, N.S., July 28/04.

On demand for value received I promise to pay to Mrs.