

There are not two separate claims in the latter cases, but one entire claim for the judgment and interest upon it, and that entire claim cannot be split into two for the purpose of allowing the plaintiff to get judgment upon one branch of it.

I have more than once in my practice joined an action upon a liquidated claim (as a promissory note) with one to set aside a fraudulent conveyance, and have signed judgment for default of appearance and issued execution against the defendant upon the note without an order, which would be unauthorized and irregular if the writ was not specially indorsed for the promissory note. But, I submit, it is a special indorsement under Rules 245 and 705. Would you kindly give your opinion?

If *Hollender v. Ffoulkes* does overrule *Hay v. Johnston*, such judgments by default can no longer be signed, and the result is that two actions must be brought in every case to get speedy judgment against the debtor, to the increase of costs, and contrary to the spirit of modern procedure.

Yours truly,

Berlin, Sept. 17th, 1894.

J. R.

[We have already, on more than one occasion, referred to the subject of the foregoing letter. (See *ante* p. 294, and vol. 29, p. 280.) It is one which is involved in some difficulty, owing to the conflicting decisions, and ought to be set at rest by some Rule dealing explicitly with the matter. Until that is done the profession will have to stumble along as best they may. We think it will be found that the English decisions are perfectly consistent, and uniformly hold that no claim which is not properly the subject of special indorsement can be indorsed on a specially indorsed writ without vitiating the whole indorsement as a "special indorsement." The distinction which our correspondent seeks to draw between the joining of an unliquidated demand for interest with a liquidated demand for principal, and the joining with a liquidated demand a claim for unliquidated damages, or other relief wholly unconnected with the liquidated demand, does not appear to be borne out by the English cases: see *Yeatman v. Snow*, 28 W.R. 574; 42 L.T.N.S. 502; *Hill v. Sidebottom*, 47 L.T.N.S. 224; nor by some of our own earlier Ontario cases, e.g., *Standard Bank v. Wills*, 10 P.R. 159.

Certainly, before the Judicature Act the idea of getting judgment in instalments against the same defendant was unknown