

- (d) On a guaranty, whether under seal or not, where the claim against the principal is in respect of a debt or liquidated demand; or
 - (e) On a trust; and also
 - (f) In actions for the recovery of land, (with or without a claim for rent or mesne profits); and
 - (g) In actions for the recovery of chattels. C.R. 138.
 - (h) In actions for foreclosure or sale. *New.*
- (2) The writ in such case shall be in accordance with Form No. 5.

34. Where the plaintiff in an action of dower claims damages for detention of her dower, the indorsement shall contain a statement that the plaintiff claims damages for the detention of her dower, from some day to be stated. C.R. 142.

CHAPTER III.

DEFAULT OF APPEARANCE.

35. Except where otherwise provided or otherwise ordered a defendant who fails to appear shall not be entitled to notice of any subsequent proceedings in the action. C.R. 573.

36. Where a defendant fails to appear the plaintiff before signing judgment or noting the pleadings closed, shall file an affidavit of service of the writ or the notice in lieu thereof, or the undertaking of the defendant's solicitor accepting service and agreeing to enter an appearance, with an affidavit verifying the undertaking as the case may be. C.R. 574.

37. Where the writ is specially indorsed for a debt or liquidated demand in money, and any defendant fails to appear, the plaintiff, notwithstanding that the writ may be indorsed with any other claim, may, as against such defendant, sign final judgment for any sum not exceeding the amount for which the writ is so specially indorsed, together with interest as claimed to the date of the judgment, and for his costs, without prejudice to his right to proceed with the action against any other defendant, and as to any other claims indorsed. C.R. 575.