

injunction to restrain defendant from trespassing on lands not in any way mentioned in the writ.

At the same time what plaintiffs have assumed to do without leave they would certainly have been allowed to do on a motion for that purpose, as it is desirable that the whole matter in controversy should be disposed of in one action.

The question, therefore, is one as to the terms on which the amended statement of claim should be allowed to stand.

As it brings in new causes of action, defendant must have the full time for delivering an amended statement of defence, to be computed from the service of this order.

If for any reason defendant so desires, the order will provide that he shall have the same right to plead the Statute of Limitations to the new claims as if the action as to them had been begun on 21st April.

The costs will be disposed of as in *Hunter v. Boyd*, 6 O. L. R. 639, 2 O. W. R. 1055.

ANGLIN, J.

MAY 14TH, 1906.

CHAMBERS.

PIGGOTT v. FRENCH.

Default Judgment—Motion to Set aside—Service of Process—Nullity—Acquiescence—Waiver—Estoppel—Costs.

Appeal by defendant French from order of Master in Chambers (ante 679), dismissing appellant's motion to set aside the service of notice of writ of summons upon her abroad, and all subsequent proceedings in this action.

C. A. Moss, for defendant French.

F. E. Hodgins, K.C., for H. W. Allan.

ANGLIN, J.:—Treating the service and the judgment for default based upon it as nullities (*Hewitson v. Fabre*, 21 Q. B. D. 6), the Master held, nevertheless, that defendant French had, by appearing on a motion to set aside a sale of the property in question to one Allan, made pursuant to the judgment entered against her, and on appeal from the order made by the local Judge who heard such application, so far