

apply, namely, where something must be *added* in order to make a good special indorsement, Lord Esher thus speaks, (r): "(Defendant's counsel) says that, when the writ was issued, the plaintiff had not brought himself within the terms of Order XIV, because he had not indorsed on the writ a complete cause of action, not having stated that notice of dishonor was given. It was argued that there was no power of amendment before adjudication on the summons taken out; but the proceedings must be commenced afresh, thereby causing useless expense. In my opinion, the power of amendment in this case is just the same as in any other case. An amendment ought not to be allowed if it will occasion injustice; but if it can do no injustice, and will only save expense, it ought to be made." On this branch of the subject, another very instructive and more specific discussion is found in a case (s) which has quite recently come up before the Irish Court of Appeal. The indorsement on the writ in that action of ejectment was as follows:

"The plaintiff's claim is to recover possession of all that and those, the house and premises, No. 13 Mountjoy Square, situate in the parish of St. George and county of the city of Dublin, for non-payment of the rent thereof. And the amount of rent now due is as follows:—1899, November 1. One year's rent due to this date, £90." The writ was signed by a solicitor; who claimed £1 10s. for costs.

It appeared from the plaintiff's affidavit, filed on the motion for final judgment under Order XIV, Rule 1, that by lease dated 13th October, 1882, the plaintiff let the house 13 Mountjoy Square to Edward Caraher for 100 years, from the 1st November, 1881, at the rent of £90, and that Edward Caraher, the lessee, died on 5th January, 1900, and no personal representative had been raised to him. The affidavit of the defendant J. F. Caraher was to the effect that he was in possession, but that he never was tenant, or paid any rent. Boyd, J., on these facts, made an order allowing the plaintiff to amend the statement of claim indorsed on the writ, by stating therein the tenure of the premises, and thereupon that the plaintiff be at liberty to sign final judgment against the defendant, for recovery of possession of the house and premises. "The writ as originally issued," said Walker, L.J., on the appeal to the Court of Appeal from Boyd, J.'s judgment, "contained some of

(r) *Roberts v. Plant*, *supra*, at p. 903.

(s) *Guinness v. Caraher* (1900), 2 I.R. 505.