

J., "that this writ was intended to be specially indorsed in the manner there (Appendix A) pointed out. The indorsement here, no doubt, varies somewhat from the first example there given. The words there used are, 'The plaintiff's claim is for the price of goods sold. The following are the particulars.' It then goes on to describe the kind of goods, and to give credit for a cash payment. Here, the indorsement is (*supra*). It would not have been correct to head the indorsement, 'The plaintiff's claim is £49, 5s., 8d., for goods sold and delivered, as it is suggested it ought to have been, because, after the items relating to goods, there come two items for a returned draft of £20 and notarial charges 1s., 8d. The form given in the schedule, therefore, would not have been strictly applicable. The object of the rule is well stated in *Walker v. Hicks*, and I think it has been sufficiently complied with here. This indorsement gives the defendant ample information to enable him to satisfy his mind whether he ought to pay or resist.' There is no suggestion that the defendant has been or could be prejudiced . . . Applying the test of common sense to this case, I think it would be manifestly unjust to set aside the judgment." Pollock, B., took the same view. "One cannot," says the last-named learned Judge, "shut one's eyes to what in one's common experience is the invariable way in which invoices are sent in. The nature, quality and character of the goods supplied must, unless under very peculiar and special circumstances, be known to both parties. Returned draft is not to be confounded with a cause of action founded on a dishonored bill. I think the indorsement here was abundantly sufficient." On the appeal to the Court of Appeal in the same case, Jessel, M.R.; who, too, considered that the object of Order III, Rule 6, was well stated in *Walker v. Hicks*, observed (r): "This writ is indorsed 'To goods,' and the amount is carried out. Everybody knows what it means, and the defendant also knows perfectly well it means 'goods sold to you.'"

The indorsement on the writ in *Bickers v. Speight* read thus: "The plaintiff's claim is £130 due to him from the defendant under and by virtue of an assignment under the hand of one Martha Inman, and dated July 14, 1888, particulars whereof are as follows:" The indorsement then set out the alleged assignment in these words: "I do hereby authorize and request you to pay to

(r) 5 C.P.D. 25.