the dates from which the plaintiff claimed interest, and, further, by claiming interest upon interest without setting out the contract for such interest. He therefore refused the motion, with costs, and, as we have said, his decision was affirmed by Armour, C.J.; but the learned Chief Justice apparently based his judgment solely on the fact that interest on interest was claimed without any contract for its payment being alleged. But this, after all, was merely adding to the claim, which was properly the subject of a special indorsement, a claim for unliquidated damages.

No doubt, according to the English cases relied on by the Master in Chambers and the Chief Justice, this latter ground was quite sufficient to invalidate the whole indorsement as a special indorsement. But those cases proceed, as we have before pointed out, on the assumption that the word "only" in the first line of Rule 245 really does mean "only," and that therefore only claims which come within the category stated in that rule can be indorsed on a "specially indorsed writ"; and that if any other claims are stated in the indorsement which do not come within that category, then the introduction of such claim vitiates the whole indorsement as a "special indorsement," and that neither final judgment can be signed for default of appearance to such a writ, nor can a summary judgment be obtained thereon under Rule 739 as to any part of the claim. But both the Master in Chambers and the Chief Justice have omitted to notice the cases of *Mackenzie* v. *Ross*, 14 P.R. 299; *Huffman* v. *Doner*, 12 P.R. 492; and *Hay* v. *Johnston*, *ib.*, 596, which appear to have created an important variation in the construction of Rule 245. According to those cases, the word "only" in that Rule does not mean "only" so as to restrict the joining of other claims with such as come within the category of that Rule as the English authorities have decided; but it merely has the effect of preventing the plaintiff from obtaining a final judgment for default of appearance, or a summary judgment under Rule 739, in respect of such added claims. If these cases are correct, then the plaintiff in *Munro* v. *Park* ought at least to have had judgment for as much of his claim as was properly indorsed, and should have been left to carry on the action as to the residue of his claim. So far as the construction of Rule 245 is concerned, *Mackenzie* v. *Ross* and the other cases before referred to may not seem to be very satisfactory; but when that Rule is read in connection with Rule 711, of which there is no counterpart