

containing everything which entitles the plaintiff to recover." On another occasion, (z), when Winchester, M.C., had followed *Fruhauf v. Grosvenor*, Armour, C.J., said, on appeal: "The judgment of the learned Master is right, and must be affirmed. The true rule as to what is a good special indorsement is to be found in *Walker v. Hicks*, supra, and *Gold O. R. Co. v. Parr*, supra. It is very important, on account of the summary remedy given in the case of a special indorsement, that the plaintiff should not obtain any undue advantage by omitting to show with precision the grounds of his claim, and that the defendant should understand *from the special indorsement* precisely what it is that the plaintiff claims." According to Maclellan, J.A., (a), "to comply with the Rules, a special indorsement must be such that it would be right to allow judgment to be signed for the claim so indorsed, in the absence of the defendant, on the ground that, by not entering an appearance, he must be taken to have admitted everything stated therein. To answer that character the indorsement must state, not in technical, but in plain general terms, a legal cause of action by the plaintiff against the defendant, such as if proved as stated, would entitle them to judgment therefor."

"Now, on motion for judgment," remarks Boyd, C., (b), "the function of the affidavits is to verify the cause of action stated in the special indorsement: *May v. Chidley* (1894) 1 Q.B. at p. 453: but the affidavits in this case show that the special indorsement is not in conformity with the facts, and, therefore, fail to verify it;" and, when the last-named Ontario case came up in the Court of Appeal, Burton, J.A., "quite conceded" that "the proper office of the affidavit" was to verify the indorsement, while Hagarty, C.J.O., concurred in "the remark of the Chancellor that the function of the affidavits is to verify the cause of action stated in the special indorsement." "They are not," says Hagarty, C.J.O., "for the purpose of making a bad special indorsement good by a disclosure of facts not appearing there."

An important point in the English definition of a proper special indorsement still remains to be considered. We have already seen that, under s. 25 of the C. L. P. Act, it was held that, where a plaintiff sought to add to an otherwise valid special

(z) *Munro v. Pike*, 15 P.R. 164.

(a) *Clarkson v. Dwan*, supra, at p. 216.

(b) *Ibid*, 17 P.R. at p. 95.