v. *Lucas*," (supra), Lord Coleridge there goes on to say, "the indorsement was indistinguishable from that in the present case. The application there was to set the judgment aside. The Court held that—after judgment, at any rate—the indorsement was capable of being construed as covering the case of interest due under a contract, and, there being no affidavit of merits, refused to set the judgment aside, but they added that, if a case should arise in which the special indorsement should be resorted to, although the interest was, in fact, claimable only as damages, they would set the judgment aside, as an abuse of the process of the Court. In other words, the Court would disregard the form, and look to the substance, and, if satisfied upon the affidavits that, however correct the claim might be in form, the case was one in which the plaintiff had no business to treat the interest as a liquidated demand, and attempt to get the benefit of the special indorsement, they would prevent him from resorting to a remedy to which he was not entitled. It seems to us that the present case falls precisely within this principle. No one suspects the advisers of the plaintiffs of an intention to strain or misapply the process of the Court; but is plain from their own affidavits that they have, in fact, been attempting to get judgment under Order XIV for unliquidated damages in the shape of interest. It matters not in such a case whether the writ be right or wrong in form. It is not a case in which they have any business to resort to Order XIV, and they must take the consequences."

It is noteworthy, too, in this connection, that Coleridge, C.J., himself is reported (*w*) to have said, since the judgment in *Sheba G. M. Co.* v. *Trubshawe*, that "it had been decided by the Court of Appeal in several cases, and the principle was manifestly right, that, if the machinery of specially indorsed writs was made use of *the writ* should set out *fully* the cause of action."

It has already been seen that, in Ontario, MacMahon, J., referred (*x*) to the above cases of *Smith* v. *Wilson*, and *Bickers* v. *Speight*, "as to what is a sufficient special indorsement." Later (*y*), Winchester, M.C., cited the same cases on this question; and, on the appeal from Mr. Winchester's order, Boyd, C., stated the effect of the words of Coleridge, C.J., in *Fruhauf* v. *Grosvenor*, (supra), to be that "the indorsement must be complete in itself,

(*w*) *Fruhauf* v. *Grosvenor*, 8 T.L.R. 744.

(*x*) *Nesbitt* v. *Armstrong*, supra.

(*y*) *Davidson* v. *Gurd*, 15 P.R. 31.