

spoke as above quoted ; and, in the Court of Appeal, Lopes, L.J., said (t) : "The object, (of the special indorsement rule), plainly is that the defendant may be able to look to the writ and see, without *any assistance*, what sum *he must pay* in order to stay the action." It is true that, in delivering the decision of a court of five judges already cited, (u), Coleridge, C.J., said : "We think that the question what a plaintiff "seeks to recover" is not, upon an application for judgment under Order XIV., concluded necessarily by the indorsement on the writ, especially if it be ambiguous."

But, when the last-mentioned case was cited before a Divisional Court, (Matthew, J., and A. L. Smith, J.), as showing that "the indorsement on the writ is not necessarily conclusive, but the affidavits may be looked at to ascertain the nature of the claim," Matthew, J., replied (v) that "it is most important that a defendant should know *from the writ* what the exact claim against him is." "A passage in the judgment of the court in *Sheba G. M. Co. v. Trubshawe*," (supra), continues Matthew, J., "is relied upon for the plaintiffs, as showing that the affidavits may be looked at in order to prove how the claim arose. That case, however, was decided on the form of the indorsement, and on the form only ; but the court, having come to the conclusion that the indorsement was defective, looked at the affidavits, and found that the plaintiff ought not to have treated the claim for interest as a liquidated demand." "It was contended," says A. L. Smith, J., in the same case, "that the judgment in *Sheba G. M. Co. v. Trubshawe* shows that the indorsement is not necessarily conclusive, and that the affidavits may be looked at ; but what was said was that, although the claim might be correct in form, if it appeared in fact that the interest was claimable only as damages, there would not be a good special indorsement."

Reading the context to the above-quoted words of Coleridge, C.J., in the light of the foregoing remarks of Matthew and A. L. Smith, J.J., it is easy to understand the purpose for which a special indorsement may be taken to be inconclusive, and that the decision in *Sheba G. M. Co. v. Trubshawe* is not contrary to, but really conforms with the practice laid down under s. 25 of the C. L. P. Act. "In *Rodway*

(t) *Wilks v. Wood*, (1892), 1 Q.B., at p. 688.

(u) *Sheba G. M. Co. v. Trubshawe*, supra.

(v) *Gold Ores Reduction Co. v. Farr*, (1892), 2 Q.B. 14.