

that the affidavit did not sufficiently set forth the cause or nature of the indebtedness, several causes of action for a *similar* amount being set forth, rendering it uncertain what was the real cause of action. Then, as regarded the *saisie-arêt*, it was held that the time of the secretion, whether before or after the indebtedness, did not sufficiently appear. Let us see the terms of this affidavit. It said that "The defendant is personally indebted to the said Pike River Mills Company in a sum exceeding forty dollars currency, to wit, in the sum of \$9476, as and for the price and value of goods, wares and merchandise by the said company sold and delivered to the said defendant and at his request at Notre Dame de Stanbridge, in the district of Bedford, on and before the 1st day of January last past—and within five years previous to said last mentioned date—and as and for moneys paid and advanced by said company to and for the said William H. Priest (defendant) and for his profit and advantage and at his request, to divers persons named in the statement of account therewith produced and filed on and before the 1st day of January then last past ;

"And in a like further sum of money for so much money found to be due and owing by the said defendant to the said company upon an account then and there, to wit, at Notre Dame de Stanbridge, in the district of Bedford, on or about the said 1st day of January then last past, stated between them ;

"And for a like further sum of money due and owing for interest accrued upon large sums of money for long periods of time, forborne according to the usage of trade and the custom of merchants in that behalf and according to an agreement had and made between the said parties ;

"All which said several sums of money said defendant then and there acknowledged to owe and promised to pay, etc.; and the said sums of money amounting to the aforesaid sum of \$9,476, are overdue and unpaid ; and the said defendant being so indebted to said plaintiff has secreted and made away with his property and effects with intent to defraud his creditors in general and the plaintiff in particular."

Two things are apparent from the reading of this affidavit, which are, in my opinion, decisive of the invalidity of the holding in the Court below. In the first place the several causes of indebtedness in this sum of \$9,000 odd, are alleged in express terms, to refer to the one and same sum of money. Therefore,