defect in such case, &c.—Moore v. Roberts et al, 3 Jur. N. S. 1221. In an action under 10 & 11 Vic. cap. 6, by the representatives of a person killed through the negligence of defendants, the latter may after plea pleaded put interrogatories affecting the measure of damages.—Ferrie et al v. The G. W. R. Co, 15 U. C. Q. B. 513. It is no ground for refusing to answer interrogatories in an action for the infringement of a patent, that the answers may expose the defendant's customers to actions.—Tetley v. Easton, 18 C. B. 643."

Page 340, note *j*, line 16, *after* "supra," *add* "Sidbottom v. Adkins, 29 L. T. Rep. 310."

" 340, at the end of note *a*, *add* "It is no ground for refusing to answer interrogatories in an action for the infringement of a patent that the answer may expose the defendants' customers to actions.—Fetley v. Easton et al, 18 C. B. 643."

Page 341, at the end of note *b*, *add* "And the attachment will not under any circumstances be granted unless it appear that personal service of the rule nisi has been effected.—O'Toole v. Potts, 28 L. T. Rep. 60."

Page 345, at the end of note *c*. *add* "The practice is not to issue an attachment for disobeying a Judge's order; no attachment can be issued until the order has been made a rule of Court.—Grove v. Scoville, 29 L. T. Rep. 80."

Page 358, at the end of note *s*, *add* "Service of the order upon the wife of the party, without showing that it came to his knowledge, is not sufficient to entitle his opponent to move for an attachment—Mason v. Muggeridge, 18 C. B. 642; but service at the defendant's "usual place of business," plaintiff being unable to discover his usual place of abode, was held sufficient.—Bird v, Wretton, 30 L. T. Rep. 258, 6 W. R. 211.

Page 358, 2d col. line 11 from the bottom, *after* "Richards, J.," *add* "Upheld in Smith v. McGill, 3 U. C. L. J. 134."

Page 359, at the end of note *b*, *add* "Disobedience of it no doubt would be punishable upon the order being made a rule of Court. The attachment, however, it seems cannot be granted by a Judge in vacation.—Greene et al v. Ward, 3 U. C. L. J. 113."

Page 360, note *l*, line 9, *after* "debt," *add* "a debt means something *due*.—Geraghty v. Sharkey. 30 L. T. Rep. 204."

Page 360, 2d col. line 1, *after* "731," *add* "Griswold v. B. B. & G. R. Co., 3 U. C. L. J. 15."

Page 360, 2d col. line 23, *after* "(Ib.") *add* "It seems that a liability which cannot be set off as a debt, cannot be attached as a debt under this section.—Griswold v. B. B. & G. R. Co., 3 U. C. L. J. 115.

Page 360, 2d col. line 9 from the bottom, *after* "debtor," *add* "Where there are cross claims between the garnishee and the judgment creditor, the balance only due the latter can be attached.—Hedley v. B. B. & G. R. Co., *MS*, Chambers, May 30th, 1857, Robinson, C.J."

Page 360, 2d col, line 2 from the bottom, *after* "Ib." *add* "Money due in respect of Saving Bank annuities to the wife of a judgment creditor cannot be attached.—Dingley v. Robinson, 26 L. J. Ex. 55. Nor can a sum of money paid into Court in an action pending by defendant against garnishee, but on which there is no recovery by plaintiff.—Jones et al v. Bront, 29 L.T.R. 79."

Page 362, 2d col. line 3, *after* "assignee." *add* "Where, however, the assignee neglected to give the garnishee precise and distinct notice of the assignment, and his attorney stood by while an order was made upon the garnishee under this section, and the garnishee paid the debt to the judgment creditor, the Court relieved the garnishee from further proceedings taken at the instance of the assignee in the name of the judgment debtor.—In re Jones, 6 U. C. C. P. 149. Where the debt is attachable, it is superior to the lien of an attorney in respect of general costs due to him from the judgment debtor.—Hough v. Edwards, 26 L. J. Ex. 54."

Page 363, 1st col. 1st line, *after* "attached," *add* "The Judge may, if he consider the cause sufficient, at once discharge the summons instead of proceeding under s. xcviii.—Griswold v. B. B. & G. R. Co., 3 U. C. L. J. 115. An order to attach may be granted though the amount do not appear, but a summons to pay over will not be granted unless the amount be stated.—Bank of Montreal v. Yarrington, 3 U. C. L. J. 185. A Judge in Chambers cannot order money paid into Court without authority to be paid to the judgment creditor, but will order it to be returned to the garnishee.—Mellish v. B. B. & G. R. Co., 3 U. C. L. J. 108."

Page 364, note *l*, line 1, *after* "s. cxcvi." *add* "A. B. sold certain goods to C. D., £100 to be paid down, and the rest to be paid by bills at certain specified dates. A. B. was indebted to E. F., who sued him and obtained judgment on 24th May, and on the 28th E. F. obtained an order under Eng. C. L. P. A. 1854, s. 61, against C. D., the garnishee, which was duly served on the 30th, and on the same day C. D., without the knowledge of E. F., the judgment creditor, signed a promissory note for payment of £354, the balance due A. B., the judgment debtor, at stated periods. On 2d June, 1856, A. B. committed an act of bankruptcy, whereon he was duly adjudicated bankrupt, and notice thereof was duly given to the judgment creditor and and to the garnishee early in June. On 2d July, the garnishee paid to the credit of the judgment creditor £100 in payment of the first instalment under the promissory note. The plaintiffs were assignees of the judgment creditor under the bankruptcy. Held that the giving of the promissory note was no protection to the garnishee; that payment to be a protection must be compulsory and not voluntary; and that the assignees were entitled to recover from the garnishee the whole amount due to the judgment debtor at the time the note was given. —Turner v. Jones, 28 L. T. Rep. 341. To an action for work and labour, the defendant pleaded that B. recovered a judgment against the plaintiff, and being such judgment creditor applied for and obtained an order that the debt due from the now defendant to the plaintiff should be