

“King’s” (In the King’s Bench) and “Queen’s” substituted for and over the latter word: and the words “do abscond, do suddenly intend to depart from the Province” had been in the same manner erased. The allegation that the defendant “was about immediately to secrete his estate, debts, and effects, with an intent to defraud his creditors” remained. The affidavit contained no averment respecting a third party, and the jurat was silent as to the erasures.

The Court held the objections not to be fatal, and over-ruled the defendant’s motion, with costs.

The defence set up by the defendant consisted of the general issue, and a plea of Perpetual Peremptory Exception in Law, by which he alledged:—

That, after the protest of the two promissory notes made by Thomas McCaw, the Plaintiffs had, in consideration of a certain sum to them paid by the said Thomas McCaw, discharged him the said Thomas McCaw from the payment of the amount of the said two notes, without the consent of him the said Defendant;

That the Plaintiffs had given time to the said Thomas McCaw to pay the amount of the said two notes, without the consent of him the Defendant;

That, after the protest of the promissory note made by Coyle & Sculthorp, the plaintiffs had given time to the said Thomas McCaw, to pay the amount thereof without the consent of the Defendant;

That, for and in consideration of a certain sum paid to the said Plaintiffs by the said Coyle & Sculthorp, the plaintiffs had discharged them the said Coyle & Sculthorp from the payment of the note made by them, without the consent of him the said Defendant:

The exception also contained a plea of payment and satisfaction.