

A promissory note for £150 cy., made by one Thomas McCaw, merchant, at Quebec, on the 2nd January 1845, payable three months after date to the defendant or order, for value received; endorsed over by defendant to Messrs. Coyle & Sculthorp, merchants at Montreal, and by them endorsed over to the Plaintiffs:

Another promissory note for £100 cy., made by the said Thomas McCaw, at Quebec, the 2nd January 1845, payable four months after date to the defendant or order, for value received; endorsed over by the defendant to Coyle & Sculthorp, and by them to the Plaintiffs:

A promissory note for £40 18s. cy., made by Coyle & Sculthorp, at Montreal, on the 15th November 1844, payable three months after date to the order of the defendant, for value received, and endorsed over by the defendant to the Plaintiffs.

A writ of *saisie-arrêt* before judgment issued to attach the goods, monies, and effects of the defendant in the hands of Robert F. Maitland, the Garnishee in the cause.

Before pleading to the action, the defendant moved the Court to quash and set aside the *saisie-arrêt*, with costs, and urged, as reasons, that there were erasures in the affidavit upon which it was founded; that the jurat of the said affidavit was subscribed and attested by the signature "Burroughs & Huot," being the signature of the Prothonotary of the Court, whereas the oath was stated to have been taken "before me," that is, before one of the two individuals holding the office of Prothonotary, without stating which; and that no affidavit, which did not make mention of the party in whose hands it was intended to make the seizure, was sufficient to authorize an attachment of goods, monies, chattels, or effects in the hands of any third party, *en main tierce*.

The old printed form of affidavit had been used. In the heading, the pen had been passed through the words "Lower" (Province of Lower Canada) and