

arguments of the Counsel at the Bar were founded upon the supposition of a case in which money had been paid under a Judgment of that Court : what might have been the legal effect of an actual payment made under that authority, upon such an application against the Agent, or against the Creditor who had received Prize-Money under it, the Court has not at present to inquire. It has only to determine upon the facts stated in the Petition and Answer, namely, that the money has been attached without any Judgment obtained, or Payment made, thereupon.

Neither has it to decide upon the validity of the Attachment in itself, as between the Creditor and the Agent. That is a question which affects other parties; and belongs to other Tribunals. The only question here is, how far it is a voucher to the accounts of the Agent to justify the retention of Cotton's share.

As a matter indeed collateral to the main point, as having formed the substance of the greater part of the arguments at the Bar, and as tending greatly to elucidate the principal question, it may not be improper to consider the nature and effects of the process itself which is thus set up as a bar to the claim.

It appears that Owen Cotton being indebted to William Duffus in the sum of £.12 15s. 4d. gave his note of hand for that sum, on the 9th September, 1809, upon which a declaration was filed, and served upon Messrs. Hartshorne & Boggs, as the Agents of Owen Cotton, alleged to be an absent or absconding debtor, according to the Law of the Province, in Trinity Term, 1810. It has

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