

# REVUE

DE

LEGISLATION et de JURISPRUDENCE.

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QUEBEC.—QUEEN'S BENCH.

SUPERIOR TERM.

No. 1705 of 1847.

THE CITY BANK,

Plaintiff,

vs.

HUNTER,

Defendant,

AND

MAITLAND,

Garnishee.

The Court will not quash a writ of attachment, because, the jurat of the affidavit upon which it issues being subscribed by the Prothonotary of the Court (the office being held by two persons,) the oath is stated to have been taken "before me."

The Affidavit will not be held bad, by reason of erasures, not mentioned in the jurat, of immaterial words, or of words without which the affidavit is complete. To obtain a writ of attachment *en main tierce*, it is not necessary in the affidavit to name the Garnishee.

If the protest for non-payment of a promissory note be premature, or if time be given by the holder to the maker, the endorser is discharged; but if, with a knowledge of the protest's having been made, or of the giving of time, he (the endorser) subsequently promise to pay, his liability is revived.

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The defendant was sued as the endorser of three promissory notes, viz :