

- 2. *Highway*.—The plea of a highway is not divisible, and must be made out as pleaded.—*Leary v. Saunders et al.*..... 17
- 3. *Plea*.—Where the defendant, in an action on a promissory note by the indorsee against the maker, relies on an agreement with the payee as a defence, the plea should allege that the note was indorsed after it became due.—*Chipman v. Ritchie*..... 710
- 4. *Pleading*.—Every pleading must be an answer to the whole of what is adversely alleged, and professed to be answered thereby; and this principle is not affected by payment into Court under a particular plea, (*Johnston E. J. dubitante*).—*Lake v. Lawson*..... 668
- 5. *Release*.—A general plea of release of action is bad, if the release be not pleaded as being made under seal. A plea, setting forth an agreement between plaintiff and defendants that plaintiff should accept third parties as paymasters for the amount of his claim against defendants, that said third parties agreed to pay the same to plaintiff, and that plaintiff accepted the said third parties and released defendants, is good.—*Cozens v. Wier et al.*..... 123

PRACTICE.

- 1. *Absent, &c., Debtors*.—It is no objection to an affidavit for an attachment against an absent or absconding debtor that it is headed in the cause, nor that the deponent, who was the plaintiff, described himself as "J. A., of *Shelburne*, merchant, the defendant in this cause," as the latter words may be rejected as surplusage.—*Allan v. Caswell*. 405
- 2. ——— The affidavit stated the debt to be for goods sold and for interest, without alleging a contract to pay interest, or distinguishing the amount due for interest. Held, that this was a defect which might be cured by waiver, and that it was so cured in this case by lapse of time, and a step taken in the cause, (though the step itself was a nullity), as it appeared that the attachment was issued in *June* 1862, and the defendant, in *July*, 1862, by letter spoke of the suit and admitted the debt,—that judgment was entered in *May*, 1863, and that the defendant filed an appearance and plea on 3rd *October* without leave.—*Ibid*..... 405
- 3. ——— Where an execution is taken out on an attachment against an absent or absconding debtor, without the bond for such execution having been allowed by the Court or a Judge, the Court will set it aside but without costs, though the bond be actually made and filed before the issue of the execution, and the sureties unexceptionable.—*Ibid*..... 405
- 4. *Affidavits*.—Affidavits on which a rule is obtained must be read at the argument; and affidavits in reply may be used in shewing cause against it.—*Thorne v. Shaw*..... 542
- 5. *Amendment*.—Amendment allowed under peculiar circumstances of Common Law Writ, so as to make it a Summons in Equity.—*Nelson v. Connors*..... 407
- 6. ——— *Scemle*.—A Writ cannot be amended on trial by the addition of a new plaintiff without such plaintiff's consent.—*Cahoon et al. v. Morrow*..... 148