Page 100, 1st col. at the end of the second line from the bottom, *add* "2 U. C. L. J. 184." *Also* "See further McDougal v. Gilchrist, 3 U. C. L. J. 28; Kerr et al v. Wilson et al, 3 *Ib.* 13; Ross et al v. Cooke, 3 *Ib.* 43; Buchanan et al v. Ferris, 3 *Ib.* 43; Baxter et al v. Dennie, 3 *Ib.* 69; Lyman et al v. Smith, 3 *Ib.* 107; Kerr et al v. Smith, 3 *Ib.* 108."

Page 110, 2d col. line 16, *erase* "Leamon v. Beal, 566," and *substitute* "Lismore v. Beadle, 1 Dowl. N. S. 566."

Page 112, line 7 of text, *after* plaintiff *add* "(*y y*)"; and in note intitled *y y*, *add* "The order may be had *ex parte* upon an affidavit which shows clearly plaintiff's right to make the application.—Cleaver v. Fraser, 3 U. C. L. J. 107." The affidavits on which the application was made in this case was that of the Sheriff stating that the real and personal property and effects of the defendant were insufficient to satisfy plaintiff's judgment, and that of the plaintiff stating the issue of a writ of attachment, the recovery of judgment, that it was partially unsatisfied, that all the real and personal property of defendant was exhausted and insufficient to satisfy the judgment and that several persons within the jurisdiction of the Court were indebted to defendant.—*Ib.*"

Page 112, note *b*, line 9, *erase* "7," and *substitute* "8."

" 117, 1st col. at the end of line 5, *add* "This return applies only to cases where original process has been served or executed.—Fisher v. Sully, 3 U. C. L. J. 89."

Page 118, 1st col. line 2, *after* "apply," *add* "See Fisher v. Saley, 3 U. C. L. J. 89."

" 118, at the end of note *u*, *add* "Attaching creditors in a Division Court having no priority with the execution defendant will not be allowed, on a summary application in Chambers, to except to a judgment in the Superior Court on the ground of fraud.—Fisher v. Gully, 3 U. C. L. J. 89."

Page 123, 2d col. line 13, from the bottom, *after* "839," *add* "Where an appearance filed by defendant was by mistake indorsed with the letters "C. C.," which misled the Deputy Clerk of the Crown, who was also Clerk of the County Court, and caused him to file the appearance among his County Court papers, and the plaintiff finding no appearance signed judgment, the judgment was set aside upon payment of costs by the defendant.—Dickie et al v. Elmslie et al, 3 U. C. L. J. 107.

Page 124, at the end of note *r*, *add* "On an application to set aside a final judgment on a writ not specially indorsed, or indorsed so improperly, on the ground that the judgment should have been interlocutory, defendant should produce the writ or copy, showing that it was not so indorsed, or that it was not a proper case for special indorsement.—Kerr et al v. Bowie, 3 U. C. L. J. 150."

Page 125, at the end of note *u*, *add* "See Kerr et al v. Bowie, in note o to N. R. Pr. No, 1, page 592, *post*." *Also* "See further Rogers et al v. Johnson, 4 U. C. L. J. 20."

Page 125, 2d col. line 3 from the bottom, *after* "473," *add* "An interlocutory judgment was set aside on terms where defendant though he did not in his affidavit distinctly swear that he had 'a defence to the action on the merits,' yet from the facts stated clearly *disclosed* such a defence.—Bouchier et al v. Patton et al, 3 U. C. L. J. 108." "See further, Dexter v. Fitzgibbon, 4 U. C. L. J. 43; Westlake v. Abbott, *Ib.* 46; Arnold v. Robertson, *Ib.*, March No., 1858."

Page 126, at the end of note *x*, *add* "Also Cuff v. Sproule, 3 U. C. L. J. 12."

" 127, at the commencement of note *i*, *add* "There can be no judgment until judgment is fully signed. An appearance filed while plaintiff is signing judgment is in time though plaintiff affect to disregard it.—Harris v. Andrews, 3 U. C. L. J. 31.

Page 128, at the end of note *j*, *add* "An attorney by accepting service of a writ of summons for his client, undertakes to appear for him, and has the same time to appear as if service had been made on defendant himself—Starratt v. Manning, 3 U. C. L. J. 10."

Page 129, note *u*, line 11, *after* "irregularity," *add* "Jones v. Greer, 3 U. C. L. J. 91.

" 131, at the end of note *e*, *add* "and where an attorney without authority appeared and defendant had not received any notice of the writ, the service of the writ and all subsequent proceedings were set aside.—Wright et al v. Hull, 2 U. C. Prac. Rep. 26."

Page 137, at the end of note *f*, *add* "and at all events not after trial.—Cowburn v. Wearing, 9 Ex. 207."

Page 141, note *z*, line 9, *after* "enactment," *add* "The right to amend a misjoinder after trial is questionable.—Wickens v. Steel et al, 29 L. T. Rep, 161,"

Page 141, note *z*, at the end, *add* "It has been decided that one defendant in ejectment is not entitled at the trial to have his name struck out on disclaiming all right to possession in order to be called as a witness for his co-defendant.—Grogan v. Adair et al, 14 U. C. Q. B. 479."

Page 142, at the end of note *e*, *add* "Also Wickens v. Steel et al, 29 L. T. Rep. 161."

" 142, at the end of note *f*, *add* "The Act evidently refers to the case where a defendant has been erroneously joined, and not to a case when a defendant has been joined not by mistake but for the purpose of trying his liability.—Wickens v. Steel et al, 29 L. T. Rep 161."

Page 142, at the end of note *g*, *add* "A. sued B., C., D., E., F., G., and H., in an action on contract. H. suffered judgment by default, and the action failed as against F. and G. Held that it was competent to the Judge at Nisi Prius to amend the record by striking out the names of F. and G.—Johnson v. Goslett et al, 18 C. B. 728. In a later case at Nisi Prius, Pollock, C.B., refused to allow the plaintiff to amend by striking out the names of one of two defendants, where