

1829, and I have to crave your attention to the facts, as I shall successively detail them to you.

In the month of November, 1829, the Plaintiff, Mr. Blanchard, purchased of Messrs. Smith & Lindsay, the Defendants, a large quantity of hats of the value of £347, in payment of which he gave them two promissory notes payable in two and six months—the one becoming due in April 1830, and the other in the June following. About a fortnight after his purchase from Smith & Lindsay, the Plaintiff, Blanchard, sold one half of the hats purchased by him to Mr. Stanley Bagg, a merchant of this city, for the same price which he himself had given for them to Smith & Lindsay; and you will observe, gentlemen, that by this transaction, Blanchard paid off a debt of £78 due by him to Bagg, and received that person's note for the balance of about £95, payable at the same periods at which his notes to Smith & Lindsay would become due. About the 29th of December, a month or five weeks from the original purchase of the hats in question, Blanchard sold out his entire stock in trade to one Daniel Bridge, (then a merchant hatter of good credit in this city,) including a considerable quantity of old stock and the new hats from Smith & Lindsay, which he had on hand. The new hats constituted about one-third of Blanchard's entire stock in trade, and they were sold at the same price which he paid for them. The old stock sold well in consequence of being brought forward in connection with the new, and the sale appears to have been of a highly advantageous nature. The entire amount of the sale to Bridge was £460, for which Bridge granted his promissory notes payable at three, four, five, six, seven, eight, nine, ten and eleven months; a considerable portion of which was indorsed with names of respectability and credit, and this portion was made payable at periods which would have enabled Blanchard to make good his payments to Smith and Lindsay.

Such, gentlemen, was the posture of my client's affairs on the 29th of January, 1830. He had disposed advantageously of his purchases from the Defendants—he had approved securities ready and available to make good his first payment to the Defendants, and could look with confidence to a punctual discharge of his remaining obligations. On the 29th of January, 1830, however, Mr. Smith, one of the Defendants, thought proper to make an affidavit *that he was credibly informed, and did verily and in his conscience believe that Blanchard intended to leave this Province of Lower Canada, whereby they the Defendants would be deprived of their remedy against him; and upon this affidavit they sued out a writ of *capias ad respondendum* for the amount of the notes granted by Blanchard to them, and neither of which was then due, or within half the time of being due.*

On this process the Plaintiff was arrested, and lodged in the Common Gaol of this city, where he remained in confinement for a fortnight—when he procured his liberation by putting into the hands of those who were induced to come forward as bail, every sixpence he possessed, to indemnify them against any possible loss or injury they might sustain by their interference in his behalf.

In the pleadings filed by the Defendants—declaring the grounds upon which they sought to establish a right to arrest Blanchard, and receive from him the amount of his notes, notwithstanding that they had not yet arrived at maturity—it is admitted by them that the notes would not in the ordinary course become due until the months of April and June following. But the Defendants alleged that they were entitled to claim *immediate* payment, because Blanchard was immediately *about to abscond*. Upon this pretended absconding, they seem to have placed their whole reliance, as no other act of *insolvency* was alleged. After hearing the evidence on this point, it will be for the consideration of the Jury whether any such intention did, or was likely to exist in the Plaintiff's mind.

The Defendants in support of their pretensions endeavour to establish in evidence certain communications which they alleged that they had received relative to a design on Blanchard's part to leave the Province, and to throw over the two sales from Blanchard to Bagg, and afterwards to Bridge, such a complexion as might justify a suspicion that Blanchard's intentions were to defraud them of their debt. With regard to the latter of these attempts it completely failed, as

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