

An. Code, sec. 3. 1904, sec. 3. 1888, sec. 3. 1795, ch. 56, sec. 1. 1854, ch. 153, sec. 3.

3. Every person who shall actually run away, abscond or fly from justice, or secretly remove himself from his place of abode, with intention to evade the payment of his just debts, or to injure or defraud his creditors, shall be considered as having absconded; and an averment in the oath of the plaintiff against a person as having absconded shall, without other words, be a sufficient averment of any such conduct.

Who is an "absconder"? *Risewick v. Davis*, 19 Md. 94; *Field v. Adreon*, 7 Md. 213; *Stauffer v. Niple*, 40 Md. 477; *McKim v. Odom*, 3 Bl. 428. And see *Marbury v. Brooks*, 7 Wheat. 556.

An. Code, sec. 4. 1904, sec. 4. 1888, sec. 4. 1795, ch. 56, sec. 1.

4. No attachment shall issue (except as hereinafter mentioned), unless there be an affidavit that the debtor is *bona fide* indebted to the creditor in the sum of—, over and above all discounts; and at the time of making the affidavit, the creditor shall produce the bond, account or other evidences of debt, by which the said debtor is so indebted; and shall also make affidavit that he knows, or is credibly informed and verily believes, that the said debtor is not a citizen of this State, and that he doth not reside therein; or if the said debtor resides in this State, that he doth know, or is credibly informed and verily believes, that the said debtor hath absconded.

THE AFFIDAVIT.

Typographical or inadvertent errors.

A typographical error in the name of the debtor does not vitiate the affidavit. *Foran v. Johnson*, 58 Md. 144.

The omission of the word "Dollars" after the figures showing the amount due in the affidavit is not fatal. *DeBebian v. Gola*, 64 Md. 264.

Where the affidavit is actually made before the clerk, who inadvertently fails to sign the *jurat*, but after service of the writ does sign it, the affidavit is sufficient. *Farrow v. Hayes*, 51 Md. 506.

Generally.

The affidavit being made several months prior to the issue of the attachment does not invalidate the procedure. *Hadden v. Linville*, 86 Md. 234; *Tann v. Linders*, 116 Md. 56.

The plaintiff may have judgment of condemnation for a less sum than he claims in his affidavit. *Jean v. Spurrier*, 35 Md. 116; *White v. Solomonsky*, 30 Md. 589; *Lee v. Tinges*, 7 Md. 215; *Boarman v. Patterson*, 1 Gill, 372; *Dawson v. Brown*, 12 G. & J. 60.

When the plaintiff both swears and affirms, the affidavit is not fatally defective. *Matthews v. Dare*, 20 Md. 265.

The affidavits in the following cases were held to substantially comply with the statute: *Gunby v. Porter*, 80 Md. 402; *Franklin v. Clafin*, 49 Md. 37; *Boarman v. Patterson*, 1 Gill, 380.

THE VOUCHER.

Nature of cause of action.

The cause of action must be sufficient to show on its face a *prima facie* debt due by the defendant to the plaintiff. It must arise *ex contractu*, and the damages must be liquidated and capable of being sworn to. *Black v. Mercantile Trust Co.*, 113 Md. 490; *Hough v. Kugler*, 36 Md. 194; *Mears v. Adreon*, 31 Md. 238; *Warwick v. Chase*, 23 Md. 160; *Cumberland, etc., Co. v. Hoffman*, 22 Md. 499; *Smithson v. U. S. Telegraph Co.*, 29 Md. 162; *Goldsborough v. Orr*, 8 Wheat. 217.

The term "indebted" as used in the attachment law is not to be construed technically, or in a strict legal sense. The plaintiff's claim may be upon an implied contract. *Downs v. Baltimore*, 111 Md. 692.