

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. *Blick 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.

While the rule day act of Baltimore City has no application to or effect upon proceedings by attachment, the requirements with regard to the cause of action to be filed, are the same. *Steuart v. Chappell*, 98 Md. 530; *Thillman v. Shadrick*, 69 Md. 528; *State v. Steibel*, 31 Md. 37.

Cause of action held sufficient.

The evidence of debt will be sufficient if it shows a *prima facie* indebtedness; a creditor need not produce all his proofs—it is sufficient if the cause of action shows the specific, liquidated and ascertained debt sued for. Account and contract held sufficient. Short note in proper form. *Hedrick v. Markham*, 132 Md. 162.

Claim of a creditor of an insolvent corporation against stockholder to enforce his statutory liability. *Norris v. Wrenschall*, 34 Md. 492.

Claim under policy of insurance. *Knickerbocker v. Hoske*, 32 Md. 322 (life insurance); *Orient, etc., Co. v. Andrews*, 66 Md. 371 (marine insurance).

Claim for damages for breach of a contract to sell the plaintiff a promissory note for less than its face value. *Dirickson v. Showell*, 79 Md. 49.

Suit on the transcript of the record of a foreign judgment. *Cockey v. Milne*, 16 Md. 205; *Neptune, etc., Co. v. Montell*, 8 Gill, 228.

Claim on a bond conditioned for the payment of money which does not state the exact amount intended to be secured, but which contains the elements necessary to ascertain the amount due thereon. *Williams v. Jones*, 38 Md. 565; *State v. Steibel*, 31 Md. 37. See also *Wilson v. Wilson*, 8 Gill, 195.

Cause of action held insufficient.

Claim on a bond with collateral conditions. *State v. Beall*, 3 H. & McH. 347; *State v. Steibel*, 31 Md. 37; *Keen v. Whittington*, 40 Md. 489.