notes, *H.* recovered judgment against the debtor and sued out execution thereon, which was the first placed in the hands of the sheriff against the debtor, and the effects of the debtor were afterwards sold under this and other executions subsequently placed in the hands of the sheriff; upon which sale sufficient was realized to satisfy the execution of *H.* and leave a balance in the hands of the sheriff, and *H.'s* claim was accordingly paid, and the books of account and other securities held by him were delivered up to the debtor after notice from a lator judgment creditor not to part with them; and the father's land was re-conveyed to him. The execution creditor who gave the notice, claimed in consequence priority over intermediate execution creditors, and also a right to compel *H.* to make good the amount of his claim in consequence of having parted with the securities. *Held,* that a subsequent execution creditor had not any equity to compel the first creditor to recover payment of his claim out of the property held by him in security, so as to leave the goods of the debtor to satisfy the subsequent executions, nor had he any right to call upon *H.* to assign the lands conveyed to him by the debtor's father; that *H.* was not rendered personally liable in the first instance to the subsequent execution creditors, but, that he had no right to deliver up the securities held by him, to the debtor, on being paid the amount of his execution, and was, therefore, liable for any loss thereby occasioned.

Joseph v. Heaton, 636.

5. The holder of a promissory note sued the maker and indorser, and after execution placed in the sheriff's hands against both, the plaintiff, upon the application of the maker, entered into an arrangement by which he extended the time for payment of the amount, without the consent of the indorser. *Held,* that this discharged the indorser from all liability.

Vankoughnet v. Mills, 653.

6. The holder of a promissory note sued and recovered judgment thereon against the makers and endorsers, which was duly registered so as to create a lien on the real estate of the maker; subsequently the judgment creditor accepted from the makers of the note a composition of fifty per cent. and discharged their lands from further liability, expressly retaining the right to go against their personal assets, and the plaintiff in the action proceeded to execution against the goods of the endorser. *Held,* that what had taken place operated as a discharge of the endorser from further liability; and a perpetual injunction was granted restraining further proceedings in such action against the endorsers.

Mellish v. Brown, 655.

PROCEEDINGS.

(SETTING ASIDE.)

A suit had been instituted by a creditor for the administration of the estate of a party deceased, and the agent of the solicitor for the plaintiff was appointed guardian *ad litem* to the infant defendants: after a sale of the lands under the decree, at which the plaintiff, by leave of the court, had bid off a portion of the lands, a motion was made to change the name of the purchaser. The court, upon looking into the papers, refused the application; directed that a new guardian should be appointed, who, unless the parties consented thereto, was to take measures to set the proceedings aside.

Fletcher v. Bosworth, 448.

PURCHASE MONEY.

Payment of the whole amount of purchase money in pursuance of a parol contract for sale, will not operate