

had obtained possession of this paper and had procured it to be stamped, but he never signed it. Another of his creditors, one Gloge, never acceded to this agreement, nor was any trustee ever appointed, or covenant entered into, or warrant of attorney executed as therein mentioned. The plaintiff brought an action against the defendant for the whole of his original claim, but the jury found that the agreement was absolute and judgment was given for the defendant. Lord Tenterden, C.J., said that there was not an accord and satisfaction properly and strictly so called, but that it was a consent by the parties signing the agreement to forbear enforcing their demands "*in consideration of, their own mutual engagement of forbearance.*" He then proceeded thus. "Then is not this a case where each creditor is bound in consequence of the agreement of the rest? It appears to me that it is so, both on principle and on the authority of the cases in which it has been held that a creditor shall not bring an action where others have been induced to join him in a composition with the debtor, each party giving the rest reason to believe that, in consequence of such engagement his demand will not be enforced. *This is, in fact, a new agreement, substituted for the original contract with the debtor, the consideration to each creditor being the engagement of the others not to press their individual claims.*" Parke, J.,²⁰ evidently took the same view when he said: "*Here each creditor entered into a new agreement with the defendant, the consideration of which to the creditor was a forbearance by all the other creditors who were parties, to insist upon their claims. Assumpsit would have lain on either side to enforce performance of this agreement*"; and so did Patteson, J., who said: "*The agreement was entered into by him (that is, the plaintiff) on a good consideration, namely, the undertaking of the other creditors who signed the paper at the same time with him, on the faith which everyone was induced to entertain of a forbearance by all to the debtor.*" Littledale, J., in the course of his judgment observed; "This is not strictly an accord and

20. Afterwards Lord Wensleydale.