the wife, and the mortgagee, together with the husband, joined in a conveyance of all their interest to a purchaser, the court refused an immediate reference under the orders of 1853, and directed the cause to be brought to a hearing in the regular way.

Wallis v. Burton, 352.

7. Upon the argument of a petition for rehearing, the party applying cannot ask the decree to be varied in any particular not objected to by the petition; and upon a second petition of rehearing he is confined to such parts of the decree as were objected to by the former petition.

McMaster v. Campton, 549.

8. A defendant having by his answer set up several matters of defence, which, through oversight, he had omitted to give evidence of; the court at the hearing directed the cause to stand over, with liberty to both parties to give evidence upon those points.

Northey v. Moore, 609.

PRINCIPAL AND SURETY.

1. The treasurer of the united counties of Kent, Essex and Lambton, having become defaulter, actions were commenced against him and his sureties respectively; afterwards, in consequence of a proposition from the treasurer, the Warden, with the consent of the council, settled with the treasurer, and took his confession of judgment for £1,000, and a confession from one of his sureties for a like amount, being together equal to the amount of the defalcation then ascertained, and released the actions against them; the treasurer's second surety did not take any part in this arrangement. Afterwards a further defalcation was discovered, and thereupon the councils proceeded against the second surety of the treasurer, and obtained judgment against him for £1,000. Upon a bill to restrain that action the court granted a perpetual injunction for that purpose, although the warden and the attorney of the councils in the action at law swore that their rights as against the second surety were intended to have been reserved.

Baby v. The Municipal Council of Kent, 232.

2. A surety paying the debt of his principal after arrangements had been made between the creditor and the principal debtor which would have had the effect of discharging the surety, is not entitled to recover back the money so paid.

Geary v. The Gore Bank, 536.

3. The accommodation indorser of several bills of exchange and promissory notes obtained from the maker and acceptor thereof a conveyance of certain freehold premises, by way of indemnity against such indorsations. Certain of these bills were subsequently indorsed by another, and were discounted; and such subsequent indorser, on the bills maturing, was obliged to retire them. On a bill by the second indorser claiming to have the benefit of the trust deed by having the estate administered, and the amount so paid by him to retire the notes refunded—*Held*, that he was not entitled to such relief: and, *quære*, whether, under the circumstances, he had a right to claim such relief subject to the grantee in the deed being relieved from all liabilities incurred on the faith of it.

Smith v. Fralick, 612.

4. *H.* obtained from his debtor an assignment of his books of account, notes, bills and other evidences of debt by way of security against the consequence of his becoming a party to notes for the accommodation of the debtor; and also a conveyance of real estate from the father of the debtor for the same purpose. Having been compelled to pay a large sum of money by reason of his being a party to such