

only that the penalties will ascertain the proportion in which they are to contribute, whereas if they had joined in one bond, it must have depended on other circumstances."

In the report given in 2 B. & P. 273* this last sentence is thus expressed: "They are bound as effectually as if bound in one instrument with this difference only, that the sums in each instrument ascertain the proportions, whereas, if they were all joined in the same engagement, they must all contribute equally."

The text in Bosanquet and Puller's report makes plain what should be the proportion of contribution in this case. There was, first of all, Jarvis liable as surety to the extent of \$3,000; Ostrander, husband and wife, liable for \$3,000 also; and the last surety, Everard, liable for \$1,000. The total sum of all the common suretyship for the one debt was \$7,000, and the set of sureties should be liable in sevenths according to the proportion of the amounts in which they engage themselves, i.e., for husband and wife three-sevenths, for Jarvis three-sevenths, and for Everard one-seventh.

The judgment should be, to this extent, modified, and make Jarvis liable for three-sevenths of the sum paid by Mrs. Ostrander. The appeal with this change should be dismissed with costs.

The neat point is worked out very clearly in *Re Mac-Donaghs*, 10 Ir. R. Eq. 269 (1876).

**Dering v. Earl of Winchelsea* was decided in 1787, and was first reported from MS. note by Bosanquet and Puller in 1814, and afterwards by Mr. Cox in 1816. The manner of its appearing in Bosanquet and Puller would indicate that the source of information was Lord Eldon, who was of counsel in the case; see 14 Ves. p. 169. I would prefer the text in Bosanquet and Puller to that in Cox: THE CHANCELLOR.