

1857. ing become largely indebted to the plaintiffs for work done by them as contractors on the road, gave the plaintiffs their promissory notes for the liquidation of a portion of such indebtedness, which subsequently came to the hands of *Green, Brown, and Cossey*, who sued and recovered judgment against the plaintiffs and the Railway Company for the amount of the notes held by them respectively, which were registered in the several counties through which the railway ran, so as to form a lien on the railway land and real estate of the Company: that subsequently, for the purpose of carrying out a proposed transfer of the railway and real estate of the said Company, it was agreed that the Company should, within thirty days, pay ten shillings in the pound, and obtain a discharge of their lands from further liability in respect of the judgments which had been so obtained against them and the plaintiffs, which the Company accordingly paid, and obtained such release; which, by the terms of the agreement for such composition, it was expressly stipulated should not be construed to be a discharge of all indebtedness to the judgment creditors, but the residue should be and constitute judgment debts against the Company and be paid by them so far as their assets would extend.

Statement.

The bill further alleged that the judgment creditors had issued execution and levied thereunder upon the goods of one of the plaintiffs, and prayed a declaration that the plaintiffs were released from all liability in respect of said judgment and entitled to have satisfaction entered thereon; and an injunction to stay proceedings on the execution.

The bill had been taken *pro confesso* for want of answer, and the causes came on to be heard together.

Argument. Mr. *Morphy* for the plaintiffs. The defendants did not appear.