Meyers was obtained at the suit of *Corbett* and his wife, the sister and one of the next of kin of *William H. Meyers*, and on the 18th of January, 1862, a receiver was appointed. In the meantime *Corbett* and *Meyers* being respectively largely indebted to the Commercial Bank, who had recovered judgment against them, arrange with the solicitor of the bank, *Archibald J. McDonnell*, against whom this motion is made, and with the insurance company, that the insurance money shall be paid into his hands to be held by him and applied on the judgment of the bank so soon as the shares of it to which each party is entitled is settled; the money is accordingly received by *McDonnell*, who gives to *Corbett* the following note filed as exhibit "C" among the papers, and addressed to the plaintiff *Corbett*:

"My dear *Corbett*,—You assigned me a policy on your life, and a policy on Mr. *Meyer's* life. I hold them and the money to be received for them in trust for the Commercial Bank, and to pay off your liabilities to the bank so far as they go."

This is dated the 21st of June, 1859. *McDonnell* is liable to the Commercial Bank as endorser on the paper which forms the subject of the judgment against *Corbett*. The amount actually due to *Corbett* out of the insurance money is not yet ascertained. This, *Corbett* alleges, was to have been ascertained by arbitration, which has fallen through. There ought to be, and I imagine can be, no difficulty in arriving at this amount; it is not suggested that there is. In the meantime *McDonnell* acting for the bank to keep the judgment alive as a lien upon *Corbett's* lands, issues first execution against *Corbett's* goods, and obtains a return of *nulla bonâ*, with the object only, so far as appears, of obtaining a writ against lands, which accordingly issues. Beyond this nothing is done to enforce the judgment, which *McDonnell* swears was not to be pressed on these insurance moneys being placed in his hands for the bank; and