

under these circumstances, refused to give effect to a title acquired subsequently, and dismissed the bill, with costs, without prejudice to any other suit.

Adamson v. Adamson, 550.

See also "Administration Suit," 3, 4.

"Arbitration."

"Costs on Lower or Higher Scale," 1, 2.

"Injunction," 1.

"Overruling Master."

"Pleading," 4.

"Rehearing."

"Scale of Taxation."

"Weighing Evidence,"

PREFERENTIAL ASSIGNMENT.

See "Fraudulent Preference," 2.

PRINCIPAL AND SURETY.

1. The lessee of a mill assigned his term, less one day, to certain of his creditors as a security against his indebtedness, and who it was intended should send him wheat to grind, receiving the flour therefrom, it being agreed that a settlement should take place at the end of each year, and that the balance, if any, coming to him should be paid to him :

Held, that this arrangement had not the effect of preventing the creditors from realizing their security before the expiration of the year, and that the arrangement did not discharge a surety of the debtor,

Martin v. Hall, 471.

2. Where mortgagees sold the mortgaged premises without notice to a surety for part of the debt :

Held, that they were liable as between themselves and the surety for the full value of the property. *Ib.*

PRIVITY.

See "Purchase of Equity of Redemption."

PROBATE.

See "Renouncing Probate."

PROPERTY AND TRUSTS' ACT.

See "Trustee," &c., 3.