

DEBTOR AND CREDITOR.—*Continued.*

- was to be taken of the rents and profits of the property sold; thirdly, that the claim for meliorations and improvements was to be considered and determined; and lastly, where other creditors were permitted to come in, that their respective claims were to be adjusted, allowed, or rejected. *Ib.*
9. It is not necessary that the bill should expressly state that the suit has been instituted as well for the benefit of other creditors as of the plaintiff, to have it considered as a creditors' suit. It is enough that the case is, in its nature, a creditors' suit. *Ib.*
 10. In some cases a creditor has been allowed to bring in his claim by petition, in order that its nature might be more particularly set forth; or that he might be allowed to assume the position of a complainant before the decree. But the established practice is for the creditors to come in by filing the vouchers of their claims in the Chancery office. *Ib.*
 11. In this form a creditor may come in at any time before a distribution of the proceeds of the sale has been actually made; and before a final audit has been ordered and ratified. But if the auditor has previously made a statement, the cost of the re-statement must be borne exclusively by such new applicant. *Ib.*
 12. No higher proof of such claims is required than such as would induce the Orphans' Court to allow the claim according to the testamentary system, in case no objections are made. *Ib.*
 13. Against such claims the Statute of Limitations may be relied on by any other creditor, as well as by the plaintiff, or a defendant. *Ib.*
 14. But a party cannot first contest a claim on its merits, and then afterwards plead limitations. (*Note.*) *Ib.*
 15. A creditor can in no case be suffered to split up his claim so as to multiply suits; nor can he, after the decree, be allowed to bring in any new and additional claim. *Ib.*
 16. The principles of equity in relation to parties standing as creditor, principal debtor, and surety. *Hoffman v. Johnson*, 95.
 17. Where evidences of debt are received under an agreement, that when paid, they are to go in discharge of so much, the assignee is bound to use due diligence in collecting them; and on failing to do so, to return them to the assignor. *Ib.*
 18. Where a party bound himself to secure the payment of money, by giving his notes payable so many days after date, but failed to do so; it was *held*, that the debt should bear interest from the time the notes, had they been given, would have fallen due. *Chase v. Manhardt*, 311.
 19. Interest is paid for the use or forbearance of money; and therefore, where a debtor is prevented by law from making payment, or cannot pay, because of any public calamity, such as that of a public war, he will not be charged with interest. *Ib.*
 20. But an attachment laid in his hands, as a garnishee, does not prevent him from bringing the money into Court so as to stop interest; and therefore, if, as garnishee, he contests the plaintiff's claim, either in his own right, or as an ally of the defendant, he will be charged with interest. *Ib.*