

BILLS OF REVIEW.—*Continued.*

2. If the new matter actually came to the knowledge of the party or might have been known to him, by reasonably active diligence, so long before the decree as to have enabled him to have had the matter put upon the record at the hearing, no bill of review will be allowed. *Ib.*
 3. Although the party, applying for a re-hearing, may himself have no merits, yet if he shews, that the interests of innocent third persons, or those for whom he is trustee, may be injuriously affected, the re-hearing will be granted. *Ib.*
- See* DECREE, 3, 4, 6, 8.

BOND.

1. The mere forbearance to sue, without fraud or collusion, cannot affect the obligee's rights against the obligor or his surety. *Hoye v. Penn.*, 23.
 2. The assignee of a bond takes it subject to all equities, whether he has notice of them or not. *Estep v. Watkins*, 459.
- See* APPEAL AND ERROR, 1, 2.

CHANCELLOR AND CHANCERY.

1. The Court of Chancery of Maryland has always governed itself according to the principles of the Court of Chancery of England. *Ringgold's Case*, 1.
2. The circumstances and causes which led to the adoption of the thirtieth Article of the Declaration of Rights relative to judicial independency. The manner in which the several provisions of that Article were introduced and established. *The Chancellor's Case*, 557.
3. A salary once given to, or which has become legally vested in a Chancellor or Judge cannot, during the continuance of his commission, be in any way constitutionally withheld or diminished. *Ib.*
4. The General Assembly are constitutionally bound to give a salary to a Chancellor or Judge, which shall be secured to him during the continuance of his commission; but they may, by temporary appropriations, or in any other form, provide for the payment of such a salary. *Ib.*

CONSIDERATION.

See CONTRACT, 9.

CONSTITUTIONAL LAW.

See AFFIDAVIT, 1.

CHANCELLOR AND CHANCERY, 2, 3, 4.

CONTRACT.

1. Agreements between solicitors and suitors, relative to professional services, must be enforced like other contracts; and cannot be introduced into and settled as a part of the case. *Strike's Case*, 50.
2. The Statute of Frauds does not embrace mutual promises to marry, but extends only to agreements to pay marriage portions. *Ogden v. Ogden*, 265.
3. And in such cases according to the proper signification of the word agreement; the whole, the consideration as well as the promise, must be in writing. *Ib.*