

APPEAL BOND—*Continued.*

2. The only question, in cases where an appeal bond is objected to, is, to ascertain whether the party who is successful in the inferior court, has, in the sureties in the bond, a secure indemnity for the injury he may sustain by the appeal, and whether this appears looking to the worth of each surety, or by an aggregation of the worth of all is not material. If the sureties in the bond taken collectively are sufficient, the bond is sufficient, and must be approved. *Ib.*

ASSESSOR'S BOOKS.

See EVIDENCE, 23.

ASSIGNMENT, ASSIGNOR AND ASSIGNEE.

1. The assignment of a debt secured by a mortgage carries the latter with it, whether the mortgage is mentioned in the assignment or not; and the plaintiffs in this case are to be regarded as the assignees of the mortgage executed to protect the acceptances held by them, though they did not know of its existence when the acceptances were taken. *Ohio Life Insurance and Trust Company vs. Ross and Winn, 25.*
2. A *bona fide* assignee without notice, will not be affected with notice to his assignor; but will be as much protected as if no notice had ever existed. *Ib.*
3. The assignee of a chose in action, takes it subject to the equities which existed against it in the hands of the assignor; but these equities are the equities of the debtor himself, and not equities residing in some third person against the assignor. *Ib.*
4. A party who was executor and devisee acting in those capacities, assigned a mortgage debt, part of the assets of his testatrix, to certain assignees to secure the payment of his own debt due to the latter.

HELD—

That the assignees by taking such an assignment, were aiding the executor in committing a *devastavit*, and acquired no title thereby. *Williamson vs. Morton, 94.*

5. Though the courts are less disposed to disturb the title of an assignee, when the assignment is made for money advanced at the time, than when made for an antecedent debt; yet, if it appears in the transaction itself, that the executor is about to misapply the money raised upon the assets of his testator, the mere circumstance that the advance of the money was cotemporaneous with the assignment, will not protect the lender. *Ib.*
6. When a person, dealing with an executor, must, from the very nature of the transaction, necessarily know that the executor was applying the assets to objects in conflict with his duty, he deals with him at his peril; and a transfer, or an assignment, made under such circumstances, will, in equity, be set aside at the suit of a creditor, a specific, residuary, or general legatee. *Ib.*
7. The debt, exhibited and delivered to the court, who was the assignee of certain property, subject to an agreement of sale between the assignor and the defendant, a statement of payments he had made the assignor on account thereof; afterwards discovering receipts for