drawn by William Warfield, in favor of, and endorsed by the deceased to the present claimants. The bank's, No. 18, was on John W. Clagett's note, in favor of, and endorsed by the deceased to the present claimants. The bank's, Nos. 19, 20 and 25, were founded on notes of D. Ridgely & Co. in favor of, and endorsed by the deceased to the present claimants. The bank's, No. 21, was on Warfield & Ridgely's note, in favor of, and endorsed by the deceased to the present claimants. That those claims could not be allowed without proof of the insolvency of the drawers. That affidavits had been filed by the claimants as evidence of such insolvency, which were deemed insufficient, because they spoke only from the belief of the deponents, and from general reputation. But individual opinion or general reputation furnished no such clear evidence of the utter insolvency of the principal debtor, as to give to the creditor his equity against the estate of his surety. That the general testimony of the affidavit, that all process of writs of *fieri facias*, had been returned *nulla bona*, was not evidence of any return upon a judicial writ. That if any evidence, short of a discharge, under the insolvent laws, were admissible, there should be proof of *nulla bona* on executions issued by the claimants to collect the very debt then claimed, since the rule of the Court required some evidence of the exercise of reasonable diligence on the part of the creditor, to enforce payment from the principal debtor, and did not permit the creditor to derive any assistance from the inconclusive acts of other creditors.

The auditor further said, that George Wells' claims, Nos. 39, 40, 41 and 42, were debts due from the deceased to Warfield & Ridgely and D. Ridgely & Co., and assigned by them to the present claimant. That the deceased had in his life-time endorsed sundry notes drawn by the said firms, which remain unpaid, and were then exhibited as claims against the deceased's estate; but as the assignee should take subject to all the equities which might have heen raised against the claims, in the hands of the original creditors, no part of said claims should be allowed until the deceased's estate has been indemnified against the said endorsements. The amount of the endorsed notes greatly exceeds the amount of the aforesaid claims. The auditor further said, that A. & J. Miller's

515 claim, No. * 44, originated after the death of the deceased, and ought not to be allowed; and in conclusion said, that he understood a distribution of personal estate had been made by the deceased's administrator; but no dividends were credited on George and John Barber's claim, No. 1; John W. Duvall's, No. 5; Charles T. Flusser's, No. 7; Henry Hammond's, No. 8; A. & J. Miller's, Nos. 13, 14, 35 and 44; Joseph Phelps', No. 16; John Randall & Sons, No. 27; C. Salmon's, No. 32; George Shaw's, No. 33; Anderson Warfield's, No. 37; George Wells', Nos. 39, 40, 41 and 42; or Henry Wilmot's, No. 43. Upon this report of the aud-