

In *Reeves vs. Brymer*, 6 *Ves.*, 516, there was no evidence of the alleged release, except the evidence of the obligor himself, though the Master of the Rolls expressed a doubt, whether the statement of the obligor, if proved, would amount to evidence of a release.

But the case of *Reeves vs. Brymer* differs from that now under consideration, in two respects, which may be regarded as material. It was the case of a bond given upon an actual loan of money, between persons standing in the relation of strangers to each other, whilst in this case, the parties are father and son, and the transaction with which the note in question is connected, seems to have been a family arrangement, entered into for the benefit of the son.

The case of *Eden vs. Smyth*, 5 *Ves.*, 341, was decided upon the evidence of accounts, letters and memoranda, in the testator's hand writing, to which the Lord Chancellor, gave effect by decreeing that the bonds of the plaintiff in that case, should not be the subject of demand against him.

The case of *Wickett vs. Naby*, 3 *Bro. R. C.*, 16, though declared by Judge Story to have carried this doctrine to the utmost verge of the law, seems nevertheless, to have received the sanction of subsequent authorities; and if now to be regarded as a safe guide upon this branch of the law, is entitled to great weight in the consideration of this case. The declarations of the testator in that case, which were verbal, were made to his executor, and though they were regarded as totally insufficient as a *donatio mortis causa*, were held adequate to establish an intention, that the bond should be released.

The case of *Flower vs. Marten*, 14 *Con. Eng. Ch. Rep.*, 459, proves, that the court may from parol evidence infer, either that a bond was not originally intended to operate as a security at all events; or if the proof leaves that doubtful, that the obligee's subsequent conduct, and mode of dealing with the bond, may amount in equity to a release of the debt secured by it.

This last case is strong in favor of the relief sought by the present bill.

The single bill in this case, from the complainant to his father, was given in 1843,—the latter lived until 1848, during