

a secret until he became insolvent, and it may be, until his death gives to others a right to claim a portion of the fund to which he, as administrator of one of the complainants, was himself entitled."

Now, if Glenn might rely upon this negligence on the part of the petitioners, to protect himself from their claim, to make him answerable for the default of Scott, may not these defendants claim exemption from loss, upon the same ground, with equal, if not with more, reason? The court rely in that case, as a reason among others, why Glenn should not be made responsible for the default of Scott, upon the fact, that Scott was not selected by Glenn, as his associate. That they might have required, but did not demand security, either by way of a joint bond, in which each would have been bound for the other, or in several bonds, the bond of each being liable for the misconduct of the principal obligor in it. That reposing confidence in Scott, they dispensed with security altogether, and that this was a circumstance which might fairly be relied upon by Glenn, when an attempt was made to charge him with the default of his associate. Reliance was also placed upon the fact, that Scott was the solicitor in the Court of Chancery for the parties, who were adjudged to be entitled to the money, and as such, had the management of the original suit. That he also appeared for them in the Court of Appeals, was the agent of several, administered upon the estate of one, and had the orders of some of them to receive the money to which they were entitled, and that if the money received by him, had been brought into court, and a distribution thereof directed, he would have been entitled, as solicitor, agent and administrator, to receive a larger amount than he wasted. These circumstances were relied upon by the Court of Appeals, as some of the grounds for their judgment, exonerating Glenn from the default of Scott, and it appears to me, they lose none of their force, when applied to the case of the present defendants. If in consequence of the neglect of these parties (who are substantially the same as the petitioners in the case against Glenn) to take security in one of the forms spoken of by the Court of Appeals,