SUPPLEMENTAL BILL—*Continued*

to relief, but a confessedly bad title thus relied upon cannot be supported by a good title subsequently acquired which is sought to be introduced by way of supplement. *Ib.*

3. The plaintiffs in an original bill claimed title as grantees in a deed of trust for the benefit of creditors of an insolvent debtor, and were afterwards appointed permanent trustees of the same debtor, under the insolvent laws. HELD—

That they had a right to introduce their new title as such trustees by a supplemental bill. *Ib.*

4. An answer to a supplemental bill must be restricted to the matters stated in it, and a defendant has no right under pretext of answering the supplemental, to add to, or amend his answer to, the original bill. *Swan* vs. *Dent & Richards*, 111.

5. Exception to an answer on these grounds will be sustained. *Ib.*

See PRACTICE IN CHANCERY, 50, 52. REHEARING, &c., 1, 4.

SUPPLEMENTAL BILL IN THE NATURE OF A BILL OF REVIEW.

See PRACTICE IM CHANCERY, 48, 51, 53.

SURETIES.

1. There can be no doubt of the right of a surety, after a debt has become due, to file a bill to compel the principal debtor to pay, whether the surety has been himself sued or not. *Whitridge* vs. *Durkee*, 442.

2. A surety may resort to chancery, if he apprehends danger from the creditor's delay, and compel the creditor to sue the principal debtor, though he would probably be required to indemnify the creditor against the consequences of risk, delay, and expense. *Ib.*

3. After a surety becomes chargeable, by a forfeiture of the contract, or its non-performance by the principal, he may ensure a prompt prosecution, either by discharging the obligation, and becoming, by substitution, entitled to all the remedies possessed by the creditor, or he may coerce the creditor to proceed by an application to a court of equity. *Ib.*

4. It has never been the practice of this court to require sureties in an appeal bond when excepted to, to justify in order to ascertain their sufficiency, in analogy to the practice at law in the case of bail. *Barnum* vs. *Raborg*, 516.

5. The only question in cases where an appeal bond is objected to, is to ascertain whether the party 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, by 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.*

SURPRISE.

See TRUSTEES, &c., 9. PRACTICE IN CHANCERY, 35.

TENANTS IN POSSESSION.

1. It is well established, that this court has the power in a proper case, to