

CONSTRUCTION OF ACTS, STATUTES, &c.—*Continued*

iting him with the commissions allowed by law to county clerks on collections made, and which commissions may have been heretofore withheld because of his delay in making his payments into the treasury within the time limited by law, and with the interest upon the amount of said account," these credits to be "applied to judgments recovered by the state against said clerk, and his sureties," "but nothing herein contained shall relieve the defendants in said judgments from costs and the usual commissions to the state's attorney." HELD—

That by the true constructions of these resolutions the credits to be allowed could not exceed the amount of the judgments mentioned in them, and no excess of such credits could be applied to the extinguishment of other claims due by said clerk, to the state. *Wm. S. Green's Estate*, 349.

9. These credits are a gratuitous grant by the state, and such a grant must be restricted to its obvious and plain intent, and be construed most favorably for the government. *Ib.*
10. The summary proceedings prescribed by the act of 1833, ch. 181, are not applicable to mortgages of moneyed securities and bank stock. *Cronise vs. Clark et al*, 403.
11. The statement verified by affidavit directed by the 3d section of the act of 1833, ch. 181, to be filed, may be filed at any time before the sale. *Ib.*
12. The act of 1849, ch. 224, suspending the operation of the act of limitations in certain cases, is prospective, and not retrospective in its operation. *Shepherd vs. Bevans*, 408.
13. The 12th section of the 15th sub ch. of the act of 1798, ch. 101, applies only to contested questions, *inter partes*, and not to *ex parte* proceedings. *Conner vs. Ogle*, 425.

CONTRACTS.

1. A promise to allow a defendant a credit upon a decree against him, by which he was induced to waive his right of appeal, rests upon a good and valid consideration. *Matthews vs. Merrick*, 364.
2. An unqualified offer by complainants to allow the defendant a credit upon a decree in their favor, which offer was the result of negotiations previously had between the parties to settle the matters in dispute, in a friendly manner, cannot afterwards be withdrawn by them. *Ib.*
3. Contracts void at law are void in equity, and are considered by the latter courts, as well as the former, incapable of being made good by any subsequent acts of the parties. *Cronise vs. Clark*, 403.

See AGREEMENTS, &c.

CONTRIBUTION.

See PARTITION, 3.

ORPHANS COURT, 11.

CO-PARCENERS.

See PARTITION, 2.

CORPORATIONS.

See RECEIVERS, 9, 10.