

SET-OFF—*Continued.*

- tual, and due to and from the same persons in the same capacity. *Watkins vs. Zane*, 13.
2. The complainant cannot set-off a claim for professional services rendered the defendant and another *jointly*, or upon their joint employment, against a judgment at law in favor of defendant alone, against complainant and another. *Ib.*
  3. Claims due by a guardian for property for which he received from the mother of his wards, cannot be set off against claims due to the guardian by the estate of their father. *Gibbs vs. Cunningham*, 322.
  4. There must be reciprocity and mutuality in the right of set-off, and the demands on the one side and the other must be in the same right. *Ib.*

## SETTLEMENTS.

1. A settlement between parties accompanied by a sealed obligation of one to pay the balance found due by the settlement, must be regarded as concluding all antecedent transactions between the parties, unless it can be shown by proof that it was founded upon mistake or was procured by fraud. *Brown vs. Stewart*, 368.

SETTLEMENTS—*Continued.*

See MISTAKE, 5, 6.

ANTENUPTIAL SETTLEMENT.

## SLAVES.

See WILL AND TESTAMENT, 12, 13.

## STATUTE OF FRAUDS.

See RESULTING TRUST, 1.

PARENT AND CHILD, 2.

ANTENUPTIAL SETTLEMENT, 1.

## STOCK.

See TRANSFER OF.

## SUBSTITUTION.

1. Where a mortgage was executed to secure the payment of certain promissory notes, to be made by the mortgagors, and endorsed by the mortgagees, and such notes were taken in exchange for those drawn by other persons. HELD—  
That the holders of the notes so given in exchange are entitled to be substituted to all the rights of the makers thereof, to participate in the proceeds of the sale of the mortgaged premises. *Ohio Life Ins. and Trust Co. vs. Winn & Ross*, 253.
  2. The principle of substitution places the substitute in *all respects* in the place of the party for whom he is substituted. *Ib.*
- See LIEN, 2.  
LIMITATIONS, 4.

## SUPPLEMENTAL BILL.

See PRACTICE IN CHANCERY, 26.