

IOWA LAW REVIEW

Published four times a year by students of the College of Law of the State University of Iowa. Issued November, January, March, and May.

\$3.00 Per Year

\$1.00 Per Current Number

If a subscriber wishes his subscription to the Review discontinued at its expiration, he should send notice to that effect; otherwise it will be assumed that a continuation is desired.

BOARD OF EDITORS

RICHARD L. FEHSEKE
Editor-in-Chief

JOHN A. GILLOTTI
Notes and Legislation Editor

JAMES W. R. BROWN
Comments Editor

ALFRED M. WOOLEYHAN
Article and Book Review Editor

TIM J. CAMPBELL, JR.
HORACE G. HARDY
FORREST C. MERCER

VIC R. POMERANTZ
JOHN S. SPROATT
ARLEY J. WILSON

BOARD OF EDITORS FOR 1942-1943

Harold R. Grigg, *Editor-in-Chief*; David E. Watts, *Comments Editor*; Deming Smith, *Notes and Legislation Editor*; Ted L. Kubicek, *Article and Book Review Editor*; Luther M. Reading, *Associate Editor*.

Other Student Contributors to the May Issue

Louise Q. Beyer, Thomas S. Bown, John J. Heffernan, Ted L. Kubicek, Richard M. McMahon, Clarold E. Rogers, David L. Sayre, Deming Smith, William C. Stuart, David E. Watts.

NOTES AND LEGISLATION

DEFENSES OF A PRINCIPAL AVAILABLE TO A SURETY

Although the liability of a surety¹ is usually co-extensive with that of the principal debtor, the surety's liability may be less because of a special surety's defense,² or it may be greater because

¹ The term surety is used throughout this note in its broadest sense to include any person who has only an accessorial as distinguished from an independent obligation. No attempt is made to distinguish a surety co-maker from a guarantor or an accommodation indorser.

² The special surety's defenses arise because some conduct on the part of the creditor is held to be inequitable to the surety. These defenses are not within the scope of this note except as they may incidentally arise in connection with a defense of the principal.