

PERSONAL PROPERTY.

See "Will," &c., 21.

PERSONAL REPRESENTATIVE.

See "Rents of Realty."

PLEADING.

1. The bill alleged the purchase by the plaintiff of certain land which at the time was subject to a mortgage not then due, and which the vendor agreed to pay off; and having conveyed the land to the plaintiff by a deed containing covenants for quiet enjoyment and freedom from incumbrances, he, with a surety, executed a bond to the plaintiff "conditioned to indemnify and save her harmless from the said mortgage;" that the mortgage had since become due and payable; and the plaintiff prayed that the defendants (the vendor and his surety) might be ordered to pay it off. The bill, however, did not contain any allegation that the plaintiff had been disturbed in her possession or injured in the enjoyment of the premises, neither did it allege any demand of payment by the mortgagees.

A demurrer by the surety for want of equity was allowed with costs.

Leeming v. Smith, 256.

2. The plaintiff purchased from one C. a mill privilege, with a right to over-flow land belonging to the defendant, and abstained at the instance of the defendant from obtaining from C. an assignment of a bond, securing the right so to flood defendant's land. In a proceeding afterwards taken by plaintiff to compel defendant specifically to perform the contract contained in the bond.

*Held*, that the want of a formal assignment of the bond could not be raised as an objection to the plaintiff's right to recover.

Ritchie v. Drain, 322.

3. This Court will grant a decree for an account of the dealings of an incorporated trading company, at the instance of a shareholder therein, although there is not any allegation that the company is insolvent.

Phillips v. The Royal Niagara Hotel Co., 358.

4. Where a bill states facts which shew the plaintiff entitled to some relief, although not that specially prayed, the Court will, under the general prayer, grant such relief as the bill shews the plaintiff entitled to. *Ib.*