

proof of waiver by the plaintiff of his rights, the plaintiff was entitled to priority as against the creditors of the mortgagor under the assignment in insolvency.

Darling v. Wilson, 255.

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PRO CONFESSO.

See "Pleading," 9.

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PURCHASE BY TWO IN NAME OF ONE.

Where a purchase is made by one in his own name, but on the joint behalf of himself and another, the decree for payment of the purchase money may be against both.

Sanderson v. Burdett, 119.

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PURCHASE WITH ASSENT OF MORTGAGEE.

See "Mortgage," &c., 9.

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PURCHASE FOR VALUE WITHOUT NOTICE.

1. Land was sold for \$400, and the purchasers bound themselves that, in case of gold being found on the land in paying quantities, a joint stock company should be formed and incorporated for working the same; and that the grantor should in that case, in addition to the \$400, have \$600 in paid-up shares of the capital of the company. No company was formed; and it was *held*, that this contingent agreement did not prevent the grantees from defending themselves, to the extent of their interest, as purchasers for value without notice.

Sanderson v. Burdett, 119.

2. Where a purchase was completed, conveyance executed, and purchase money paid without notice of an outstanding equity, but a bill claiming it was afterwards filed and *lis pendens* registered, before registration of the purchasers' deed:

Held, that they did not thereby lose their defence as purchasers for value without notice.—*Ib.*

3. In case of a purchase of a mortgage security recently given on all his real estate by an insolvent father to his son, the purchaser, if he has notice of the insolvency, should,