MORTGAGE. 

a tavern upwards of fifteen years before the filing of a bill by the mortgagor to redeem—the court refused redemption, and dismissed the bill with costs.

Clarke v. Little, 363.

6. The solicitor of mortgagees gave to the mortgagor a memorandum of the amount due, and, relying upon this, a third party purchased the equity of redemption: upon a bill to redeem, the court held the mortgagees not bound by the amount given in the memorandum; the evidence shewing that the solicitor was not aware that the mortgagor had made the enquiry on behalf of the purchasers of the equity of redemption.

Moffatt v. Bank of U. C., 374.

7. In a foreclosure suit, the defendant, after having been arrested for contempt in not answering, employed the agent of the solicitor for the plaintiff to defend the suit; and after several proceedings by consent a decree was made, directing the money to be paid on the 25th day of May, 1841. Three days before the time appointed for payment the plaintiff died; and the solicitor, acting in the cause, subsequently obtained an order appointing a new day for payment, and afterwards the final order for foreclosure by consent, without having revived the suit, and without taking any notice of the death of the plaintiff. The representative of the plaintiff afterwards conveyed to the trustee for the creditors of his ancestor, and he sold to a third party, who again sold to the solicitor of the plaintiff, through whose agent all the proceedings had been taken, but who was himself ignorant of the defects existing therein. The defendant in the cause having died, his widow and devisee, about twelve years afterwards, filed a bill to redeem, setting forth the above facts. *Held*, [per *Blake*, Chancellor,] that the proceedings after the death of the plaintiff were nullities: that the solicitor must be taken to have had notice thereof, and that the right to redeem had never been foreclosed. *But Held* [per *Spragge*, V. C.,] that the proceedings were merely irregular; that the solicitor was a purchaser for value without notice, and was not bound by the facts within the knowledge of his agent, and that under the circumstances the right to redeem had been extinguished. *Esten*, V. C., having been counsel in the original cause, gave no judgment.

Arkell v. Wilson, 470.

8. A party in possession of land under an agreement in the nature of a Welch mortgage have refused to give any statement of rents received or information as to the amount due on the agreement, a bill was filed by the mortgagor for an account. Notwithstanding that on taking the account between the parties a balance was found to be still due to the defendant, the court ordered him to pay the costs of the suit.

Morrison v. Nevins, 577.

9. A mortgagee in possession of a grist mill and other property, erected a carding and fulling mill upon the premises: the expense of this was disallowed to him, as being an improvement that a mortgagee could not make without consent.

Kerby v. Kerby, 587.

10. A creditor brought an action against his debtor to recover his demand, which was stayed by an arrangement made in October, 1840; the debtor assigned to the creditor the house and premises occupied by the debtor, when in addition to the amount of the debt, a sum in cash was paid him, and for two years he continued to receive the rent of the premises, when the creditor obtained possession by an action of ejectment. In December, 1855, the debtor filed his bill