

s judgment and was
the mortgage premises
: the court, upon a
the cause, restrained
a proceeding with his
ordered him to pay
application.

in v. Williams, 178.

er a mortgage debt
d to a sum of about
teen shillings, the
had taken an abso-
med for forty pounds,
ount to be due; the
ll filed by the mort-
refused the mortgagee

Long v. Glenn, 208.

of a mercantile firm
extending his trans-
creditors, executed
gage to secure the

Subsequent trans-
the parties to a large
ce, and during one
sums charged to the
the sum due on the
ed to £30,000; and
dealing between the
time of executing
account was deliver-
shewing a balance
t him. Upon a bill
the mortgage for
court held that the
h had taken place
mortgage debt.

anan v. Kerby, 332.

curity was effected
conveyance, and a
to reconvey on pay-
but instead of doing
sold and conveyed
other persons whom
yed, however, had
nature of the title,
having been shewn
casual conversation
in the bar-room of

a tavern upwards of fifteen years
before the filing of a bill by the mort-
gagor 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 de-
fendant, after having been arrested
for contempt in not answering, em-
ployed 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 plain-
tiff died; and the solicitor, acting in
the cause, subsequently obtained an
order appointing a new day for pay-
ment, 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 ances-
tor, and he sold to a third party, who
again sold to the solicitor of the plain-
tiff, through whose agent all the pro-
ceedings had been taken, but who was
himself ignorant of the defects exist-
ing 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 so-
licitor was a purchaser for value
without notice, and was not bound by
the facts within the knowledge of his
agent, and that under the circumstan-
ces 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. Not-
withstanding 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 im-
provement that a mortgagee could
not make without consent.

Kerby v. Kerby, 587.

10. A creditor brought an action
against his debtor to recover his de-
mand, which was stayed by an arrange-
ment 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 De-
cember, 1855, the debtor filed his bill