14. The representatives of the survivor of several joint mortgagees cannot, merely as such, sustain a suit to foreclose, without making the representatives of the other mortgagees parties.—*Ib.*

15. When the wife of a mortgagor has joined in the mortgage to bar her dower in favour of the mortgagee, it is not improper to make her a party to a suit to foreclose the mortgage, although the conveyance contains no express limitation of the equity of redemption to her.—Saunderson v. Caston, 349.

16. Where a bill is filed against a trustee by parties claiming adversely to his *cestuis que trust*, without making them parties to the bill, it is the duty of the trustee to object that the owners of the estate are not before the court: where, therefore, a trustee under such circumstances neglected to make the objection, the cause was notwithstanding ordered to stand over, with leave to amend by adding parties, without costs.—Cleveland v. McDonald, 415.

17. Where several tenants in common, and the husband of one of them, in order to secure a debt due by another of them, executed a mortgage which conveyed a life estate only to the mortgagee; and on default in paying the mortgage money, the mortgagee had sued and obtained judgment and execution against all the mortgagors for the amount of the debt; and under the execution so obtained had sold their reversion, and the mortgage was thereby satisfied, but the purchaser went into possession during the life of the mortgagee: *Held*, that the personal representative of the husband was a necessary party to a suit by the mortgagors for a re-conveyance of the mortgagee's life estate and an account of the rents and profits.—Nelson v. Robertson, 530.

18. In a bill to liquidate the joint liabilities and wind up the affairs of a partnership, a partner whose interest in the assets has been sold by the sheriff under a writ of *fieri facias*, is a necessary party.—Partridge v. McIntosh, 50.

USURY.

19. An answer setting up a defence of usury, must be as particular in its allegations of the facts, as a plea of usury at law.—(*Semble.*)—Emmons v. Crooks, 159.

*Semble.*—That a plea of usury in equity must, as at law, allege that the usurious agreement was made corruptly.—Peel v. Kingsmill, 584.

See also "Practice," 17, 23, 34, 35, 36.

## PRACTICE.

ABSENT PARTIES.

1. Where it appeared that a party interested was not before the court, the bill stating such person to be out of the jurisdiction, but no proof was adduced of the fact, the court refused, notwithstanding the consent of the defendant's counsel, to proceed with the cause without such evidence being furnished.—Michie v. Charles, 125.

2. The residence, out of the jurisdiction of the court, of a party having a substantial interest, is not now a sufficient reason for proceeding in his absence, where it would have been so, when persons out of the jurisdiction could not in England be served with process; it must also be shewn now to be impossible to effect service upon such absent party. But this is not necessary in case of merely formal parties, nor perhaps of parties having but secondary or unimportant interests.—Le Targe v. De Tuyll, 227.

ADDING PARTIES.

3. Where a cause stood over