

the covenant for payment of the mortgage money; although, as a *bona fide* purchaser for value without notice, he was entitled to hold the land in security for the amount; the Court, however, ordered the attorney to discharge the lands of the client from the incumbrance which had thus been created.—1*b*.

3. An attorney assigned to his client a mortgage securing £175, with a payment of £50 endorsed, leaving an apparent balance of £125 due; in reality no sum whatever had been paid on account, but the £125 was the amount for which the attorney (the mortgagee) had sold the land to the mortgagor. Afterwards the attorney claimed to have a demand against the client for a bill of costs in respect of proceedings taken upon this mortgage against the mortgagor, and obtained from the client his promissory note for the amount; when the note became due, the attorney charged the client 5 per cent. commission, in addition to legal interest, on renewing it, and this was done on three several occasions. On a bill filed by the client, the court set aside the assignment of the mortgage, and directed an account of all dealings between the attorney and client, with costs to the hearing.

Grantham v. Hawke, 582.

#### AWARD.

See "Arbitrators."

#### CONDITION PRECEDENT.

See "Specific Performance," 4.

#### CONTRACT.

See "Lease." "Specific Performance," 3.

#### CONVEYANCE.

##### (SETTING ASIDE)

1. The mere fact of a person executing a conveyance while in a state of intoxication will not, as a general rule, warrant this court in interfering to set such deed aside, unless there be evidence of some undue advantage taken of the party: However, where a person sixty-two years of age, who had become so addicted to drink as to be termed an habitual drunkard, executed a deed of certain real estate in trust for the benefit of the keeper of the tavern with whom he was residing—and who, it was proved, was in the habit of supplying him with whatever drink he desired—for a greatly inadequate consideration, and afterwards devised the same property to his brother: The court, after the decease of the testator, at the instance of the devisee, set aside the conveyance, and ordered the party for whose benefit the deed had been made to pay the costs of the suit.

Clarkson v. Kitson, 244.

2. The plaintiff filed a bill praying that a deed he had given one of the defendants should be set aside for fraud; and though he failed to prove the fraud as alleged, yet as the case appeared to be an extremely peculiar one and surrounded with many circumstances of suspicion, the court directed issues for the trial at law of the points in dispute.

Taylor v. Shoff, 261.

#### CORPORATION.

The objection that a corporation cannot be bound unless by an in-

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