

just debt, but declined to give any further security or to pay the money, alleging poverty as a reason, and asking time to consider, and shortly afterwards positively refused to sign any papers, or to take any other course in the matter. No payment on account of the alleged mortgage had been made for more than forty years before action brought, except six dollars for interest thirty-one years before the issue of the writ, which was immediately returned on the alleged mortgagor's pleading poverty, and was not credited on the back of the alleged mortgage, nor in the account book.

Held, in an action for foreclosure of the alleged mortgage, (*Young C. J.* and *Dodd J.* dissenting), that the existence of seals to the alleged mortgage at the time of its signature might be presumed.

By *Bliss, DesBarres, and Wilkins, JJ.* that the verbal acknowledgment by the alleged mortgagor of the justness of the debt rebutted any legal presumption of payment.—*Martin et al. v. Barnes et al.*..... 291

2. Where a mortgagor, by two distinct transactions, has mortgaged two properties, one of which on sale under foreclosure has not realized the sum for which it was mortgaged, the mortgagor will be allowed to redeem the other property without payment of the balance due on the first mortgage.—*Slayter v. Johnston et al.*..... 502

3. Where there is a discrepancy between the rules of a Building Society and the Tables annexed thereto, and referred to in them, the tables will govern, and a mortgagor of the Society will be allowed to redeem on payment of the sum indicated by the Tables.—*Ibid.*..... 502

4. The granting of an order of sale of mortgaged premises after foreclosure, where the interest of the mortgagor is only *contingent*, is discretionary with the Court of Equity; and that Court having refused an order of sale in such a case, where the mortgagor made default, the Court dismissed the appeal therefrom, (*Wilkins J.* dissenting).—*Hutchinson v. Witham et al.*..... 640

NON-ENTRY OF RULE, rule discharged..... 668  
See PRACTICE, 18.

NOTICE TO QUIT, what is not

The following written notice was served on a tenant on the 1st February, 1864: "*Dartmouth, Feb. 1, 1864. Mrs L. will please take notice that the rent of the house she now occupies will be twenty-five pounds per annum, commencing May 1, 1864. Respectfully, P. F.*" The tenant had previously paid a rent of £20 a year for the house. At the time the tenant was served with this notice, she said that she would not pay that rent, that she would give up the house. The landlord subsequently told her that if she would not keep the house it was let, to which she replied that she certainly would not keep it.

Held: That the notice was not even under all these circumstances, a notice to quit.—*Ladds v. Elliott et al.*..... 703

See TENANCY AT INCREASED RENT.