

what he is doing.—*Chisholm v. Sheldon*, 318.

#### VENDEE (OF MORTGAGOR.)

13. Where, on the sale of an estate, the purchaser executed a re-conveyance by way of mortgage to the vendor, and afterwards sold a part of the property by a deed without covenants, which contained a clause in the following words:—"That I, the said A. M., and my heirs and assigns, and every of them, from all estate, right, title, interest, property, claim and demand of, into or out of the said parcel or tract of land, or any part thereof, are, is, and shall be by these presents for ever excluded and debarred:" upon a bill by his vendees, the original purchaser (and who had executed the mortgage) was decreed to reimburse his vendees the amount they should be compelled to pay in order to discharge such mortgage; and in default, a sale of the portion of the estate retained by him.—*Maitland v. McLarty*, 576.

#### MISCELLANEOUS.

14. Form of a decree upon a bill by a mortgagee, against the infant heir of the mortgagor.—*Sanderson v. Caston*, 349.

15. An order granted, changing place for paying mortgage money.—*Jones v. Bailey*, 353.

16. Where a second mortgage does not notice the first, and contains absolute covenants for title, but there is no allegation in the pleadings, and no other evidence than the mortgage thus affords that the mortgagor did not inform such second mortgagee of the first mortgage before the execution of the second, the court will not assume such to be the case, so as to vest the equity of redemption in such second mortgagee under the stat.

4 & 5 William and Mary, ch. 16, sec. 3.—*Meyers v. Harrison*, 449.

17. Where the amount of money advanced on mortgage was less than the sum mentioned as the consideration money, the mortgagor is at liberty, in taking the account in the master's office, to shew the true sum advanced, with a view to reducing the amount of his liability, although he has not appeared to or answered the bill. He cannot, however, be permitted to shew that the contract was usurious.—*Penn v. Lockwood*, 547.

18. Where a mortgagee takes possession of the mortgage premises, and evicts a tenant of the mortgagor who is willing to continue in possession and pay rent, the mortgagee will be held accountable for the rents from that time.—*Ib.*

See also "Pleading," 13, 14.

See also "Practice," 50 to 52.

#### MULTIFARIOUSNESS.

See "Pleading," 2, 3.

#### NOTICE.

Such circumstances as are sufficient notice to put a party upon enquiry, will not prevail over a registered title, although it might be sufficient in other cases.—*Soden v. Stevens*, 346.

*Quære*.—Whether constructive notice of any kind is sufficient for this purpose.—*Ib.*

See also "Evidence," 1.

#### ORDERS OF COURT.

See "Practice," 60 to 64.

#### PAROL EVIDENCE.

See "Mortgage," 6 to 9.

#### PARTIES.

See "Pleading," 6 to 18.

See also "Practice," 34.

#### PARTNERSHIP.

1. Where a sale is made under