

MORTGAGE, MORTGAGOR, MORTGAGEE.—*Continued.*

- tion will be regarded as a mortgage, and treated as such. *Bank of Westminster vs. Whyte*, 508.
9. Though the defeasance was by an agreement resting in parol, still as between the parties, the deed, though absolute on its face, will be considered a mortgage. *Ib.*
  10. In this case, the answer of the grantee confessing and admitting that a security merely was intended to be taken for a subsisting debt, the conveyance, though absolute on its face, was declared to be a mortgage. *Ib.*
  11. A bill of sale, intended as a security for money loaned and to be loaned, must be considered as a mortgage, though absolute upon its face. *Ing vs. Brown & Brannan*, 521.
  12. The proviso to the 2d section of the Act of 1825, ch. 203, that the grantee shall not have the benefit of the recording of a conveyance which, by any other instrument or writing, appears to have been intended only as a mortgage, unless such other instrument be also recorded therewith, does not apply to the case of a deed absolute upon its face, and where no other instrument was executed, though it was intended merely as a security for money loaned. *Ib.*
  13. A. mortgaged to B. property on which C. held the vendor's lien. C. sells it, to pay the balance of his debt. HELD—  
That the proceeds of sale, after satisfying C.'s debts, are subject to the mortgage to B.; the rights of the mortgagee not being affected by turning the lands into money, the lien of the mortgage attaches upon the surplus proceeds of sale. *Stockett vs. Taylor*, 537.
  14. The purchaser of an equity of redemption, sold under a proceeding against the mortgagor, has as clear a right to redeem as had the mortgagor himself. *Ib.*
  15. Where a party purchases an equity of redemption at a sheriff's sale, made in legal form, he will not be discountenanced by the Court, when seeking to redeem, because of the inadequacy of the price paid by him. Where, under such circumstances, he runs the risk of buying a worthless title, he will be allowed the benefit of his purchase, if it results advantageously. *Ib.*

See PRACTICE IN CHANCERY, 4, 6, 7, 8.

CONSTRUCTION OF ACTS AND STATUTES, 1.

REGISTRATION OF DEEDS, &c., 3, 7, 8.

FIXTURES, 1 to 6.

IMPROVEMENTS, &c., 2.

## MULTIFARIOUSNESS.

1. It is extremely difficult, if not impracticable, to lay down any general rule upon the subject of multifariousness. The Courts, in deciding such cases, are governed very much, if not exclusively, by considerations of convenience, in particular circumstances, avoiding the attempt to prescribe an inflexible rule. *Dunn vs. Cooper*, 46.
2. In deciding upon new cases as they arise, the Courts are not to disregard previous decisions; they should be consulted and followed, as far as may be safe, having due regard to considerations of general convenience, and