

29.

Lease for consideration, without notice of prior contract to lease, prevails. Possession of land as notice. *Liggett Co. v. Rose*, 152 Md. 160.

Mortgages.**32.**

This section referred to in declaring instrument to be legal mortgage; equitable title to mortgage debt. *Baltimore v. Harper*, 148 Md. 241 (dissenting opinion).

33.

Cited but not construed in *Kinsey v. Drury*, 146 Md. 231. See notes to secs. 21 and 22.

34.

This section referred to in declaring instrument to be legal mortgage. *Baltimore v. Harper*, 148 Md. 241 (dissenting opinion).

35.

This section does not prevent or affect equitable assignment of mortgages by assignment of mortgage debt, nor does it impair rights of assignees thereunder, or require assignment of mortgage to be recorded to perfect assignee's title to mortgage lien even against subsequent assignee claiming under recorded assignment. *Sapero v. Neiswender*, 23 F. (2nd), (C. C. A. 4th), 403.

This section referred to in dissenting opinion; equitable title to mortgage debt. *Baltimore v. Harper*, 148 Md. 241.

The short form of assignment of mortgage does not require acknowledgment; signature in blank. *National Bank v. Schlosser*, 152 Md. 613.

36.

Assignment valid; no affidavit. See notes to sec. 35. *National Bank v. Schlosser*, 152 Md. 612.

42.

This section referred to in dissenting opinion; equitable title to mortgage debt. *Baltimore v. Harper*, 148 Md. 241.

43.

See notes to sec. 42.

Bills of Sale.**44.**

To third note to this section under heading "Generally," page 614, vol. 1, of Code, add: *Cf. In re Bowling Const. Corp.*, 19 Fed. (2nd), (D. Ct. Md.), 606. [Affirmed in *Sapero v. Nieswender*, 23 F. (2nd), (C. C. A. 4th), 403.]

See notes to art. 66, sec. 25.

45.

This section referred to in construing sec. 49. See notes thereto. *Tyler Co. v. O'Ferrall*, 153 Md. 355.

49.

Seal necessary for valid chattel mortgage, though it may be good without seal as against prior unsecured creditors. *Tyler Co. v. O'Ferrall*, 153 Md. 355.