

APPEARANCE.

See PRACTICE IN CHANCERY, 28.

APPLICATION OF PAYMENTS.

1. The general rule on the subject of appropriation of payments, gives to the debtor, in the first place, the right to make the application, and then upon his omitting so to do, to the creditor. *McTavish vs. Carroll*, 160.
2. If a party is indebted on mortgage and simple contract, and making a payment, neglects to apply it, the law will apply it to the mortgage or bond, as most beneficial to the debtor; and such is the undoubted rule where no particular application is made by either party. *Ib.*
3. Payments made generally are applied in the extinguishment of debts bearing interest where there are others due the same creditor, not carrying interest. *Ib.*
4. If a party is indebted on several accounts and makes a payment, he may apply it to either, if he does not, the creditor may do so, and if neither does, the law will appropriate it according to the justice of the case. *Ib.*

ASSIGNMENT.

1. By the terms of the assignment of a life insurance policy, the assignee was to receive the proceeds, and if other securities held by him were insufficient for that purpose, to apply the same to the satisfaction of his claims against the assignor, and to pay over the residue, if any, to the wife of the latter. **HELD—**
That this was such a consummate transfer and delivery of the policy as to take from the assignor the legal power and dominion over it, and authorized the insurance company to pay the money to the assignee, without the interposition of the administrator of the assignor, and that the title of the wife to the residue, after paying the claim of the assignee, was good. *Harrison vs. McConkey*, 34.
2. An obligor who has paid the judgment of the creditor, and taken an assignment thereof to himself, may use such judgment for his indemnity, so far as it clearly and certainly appears that his co-debtor ought to contribute. *Wheller's Estate*, 80.
3. Whoever may be the holder of the debt intended to be secured by the mortgage, will be considered in equity as the owner of the mortgage itself. *Clark vs. Levering*, 178.
4. The debt and the mortgage are so inseparably united, the one being in truth appurtenant to the other, that a separate and independent alienation of them cannot be made. *Ib.* See **VENDOR'S LIEN.**

ASSIGNOR AND ASSIGNEE. See **ASSIGNMENT.**

ATTORNEY.

1. An attorney, either in law or in fact, would not have the power to bind his principal by an agreement to surrender his lien upon land, and look exclusively to the trustees appointed by a deed for the sale thereof, without an express authority for that purpose. *Doub vs. Barnes*, 127.
2. A bill filed by a corporation need not be under its corporate seal. That it is the bill of the corporation, is sufficiently vouched by the signature