

PRACTICE IN CHANCERY—*Continued.*

- See DOWER, 16.
 EVIDENCE, 8, 9.
 EXCEPTIONS TO ANSWERS.
 INJUNCTION.
 LAPSE OF TIME.
 LIMITATIONS, 5, 6.
 MORTGAGOR AND MORTGAGEE, 3, 5.
 PARTITION.
 PLEADING.
 RECEIVER.
 SALES BY TRUSTEES, 13.
 TRUSTEES THEIR POWERS AND DUTIES.
 STATUTE OF FRAUDS, 3.

PRAYER FOR GENERAL RELIEF.

1. The omission of the prayer for specific relief, is no reason why, under the general prayer, the complainants may not have such relief as the case alleged and proved may entitle them to. *Crain vs. Barnes & Ferguson*, 151.
2. The only limitation upon the power of the court to grant relief under the general prayer, is, that it must be agreeable to the case made by the bill and not different from or inconsistent with it. *Ib.*

PRE-EMPTION RIGHT.

See PATENTS.

PREFERENCE.

See DEEDS VOID UNDER INSOLVENT LAWS, 5, 7, 8.
 UNDUE PREFERENCE.

PRESUMPTION.

1. The legal presumption, when the three years after the date of the decree have elapsed, is, that it has been executed or satisfied, and the appropriate remedy is to revive it by bill of revivor. *Hays vs. Henry*, 342.
- See AGENT, 2, 3.
 FRAUD, 2.

PRIVATE SALE.

See SALES BY TRUSTEES, 7.

PROCEEDINGS AT LAW.

See INJUNCTION, 10 to 16.

PRODUCTION OF BOOKS AND PAPERS.

1. Since the act of assembly, 1798, ch. 84, there can be no doubt of the power of this court to compel either of the parties to a suit to produce books and papers in the possession of the adverse party, which may relate to matters in issue between them. *Bradford vs. Williams*, 199.
3. But this is a power to be exercised with caution, and the party calling for its exercise should, with a reasonable degree of certainty, designate the books and papers required, and the facts expected to be proved by them. *Ib.*

PROMISSORY NOTES.

1. A *bona fide* holder of a negotiable instrument, for a valuable consideration, without notice of facts, which affect its validity as between ante.