where there was a motion for reference to the master to take an account, &c., and for a reconveyance within six months after report of what was due to the plaintiff, and a stay of proceedings in the meantime, it was observed that the provision of the Act as to Courts of Equity was incidental and unnecessary, but that the bill being for sale and not for foreclosure was not within it, (see Bastard v. Clarke, 7 Ves. Jun. 489, that no order will be made where the bill is not confined to foreclosure). Courts of Equity have an inherent jurisdiction to stay proceedings in any cause and at any stage of it, whenever the defendant will at once submit to a decree establishing the full demand made by the bill, and the whole relief prayed in respect of that demand. But the stay of proceedings was refused, because the plaintiff had no concern with the defendant's accounts, and no provision was proposed in case the mortgagor did not pay within the six months. In other respects the Act, giving the effect of a decree for foreclosure by a short order, puts the case exactly in the position it would have been, had it been brought regularly to a hearing. The time of payment may therefore be enlarged on the usual terms, Wakerell v. Delight, 9 Ves. Jun. 36. The application must be made before the mortgagee is entitled to sue out execution at law, Amis v. Lloyd *supra*. And it will not be granted if the mortgagor is in contempt, Hewitt v. M'Cartney, 13 Ves. Jun. 560. Nor if the mortgagor becomes bankrupt, pending a suit for foreclosure, and a supplemental bill be filed against the assignees by the mortgagee, will the Court make an immediate decree on the application of the assignees alone, without the bankrupt, Garth v. Thomas, 2 Sim. & Stu. 188. The reference under the Statute must proceed upon an admission of the principal and interest due upon the mortgage, for the Master cannot admit evidence, Huson v. Hewson, 4 Ves. Jun. 105; where the Solicitor-General, being applied to by the Lord Chancellor, said that if the defendant stopped the proceedings before answer, he must take the admission of the bill to be true; if he litigates the fact, he may answer; then, where he has applied to stay proceedings, when the plaintiff was aware of the objection and has not admitted it, and has offered an issue, the Court has in no instance made the order; and see the observation of Mr. Romilly in Bastard v. Clarke *supra*. Where no mention was made in the bill of proceedings at law, the Court refused to direct the master to take into account costs incurred at law, but leave was granted to amend the bill, and the motion directed to stand over for that purpose, Millard v. Magor, 3 Mad. 433.

Under the third section it has been held, that the Court will not stay proceedings in an ejectment by mortgagee against mortgagor, on the latter **731** paying principal, &c., *if he has agreed to convey the equity of redemption to the mortgagee, Goodtitle v. Pope, 7 T. R. 185; see, however, Skinner v. Stacey, 1 Wils. 80. As to the notice, the plaintiff need not show by proof that the party claiming redemption has no right to redeem, or that there are other unadmitted sums, charged on the premises, not appearing on the face of the mortgage, but enough must be stated by the mortgagee to enable the Court to determine what the question is between the parties; and therefore a notice in the literal terms of the Statute is insufficient, Doe v. Louch, 18 L. J. Q. B. 278. But now by the Code, Art. 64,