

A mortgagee having given notice to the tenants holding the mortgaged premises, under leases granted by the mortgagor, either before, or after the date of the mortgage, is entitled to receive from the tenants, the rents in arrear at the time of the notice, as well as those which accrue afterwards.

Trustees, acting under decrees to sell, have been permitted, when sales of the property could not be readily or advantageously made, to rent it, and account for the rents to the parties entitled to the proceeds, and the court will give like authority to collect and account for rents due, when the sales are effected.

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[The facts of this case will appear from the Chancellor's opinion.]

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THE CHANCELLOR:

This cause is brought before the court upon the order of the 17th of September last, passed upon the petition of the complainants, praying that the trustee appointed to sell the mortgaged property may be authorized to collect and receive certain rents and interest which had accrued thereon prior to the sale.

And, in addition to the answer of the defendant, Mrs. Abbott, in opposition to the prayer of the petition, objections are interposed by her to the ratification of the sale made by the trustee.

The decree which was passed on the 8th of July, 1848, authorized the trustee to sell so much of the mortgaged property as would be necessary to pay the amount then due; and the first and second objections to the ratification of the sale, charge, that he transcended his power in this respect, by selling to an amount far exceeding the installments due at the period of the decree. Soon after the passage of the decree, to wit, on the 22d of February, 1849, a bill was filed in this court by Mrs. Cronise, who was a party to the mortgage, praying for the reasons therein stated, that the execution of the decree might be stayed by injunction, which was ordered and continued in force, until the 23d of July last, when it was so far dissolved as to authorize the trustee to sell the interest of Mrs. Abbott and Cronise, the husband of the complainant in that case, but continued in force with regard to the reversionary interest of the complainant.