

NOTICE OF TRUSTS—*Continued.*

2. In such case, if the trustees themselves should offer to transfer, under circumstances calculated to excite suspicion that they were about to abuse their trust, the bank would be bound to institute the necessary inquiry, and if it omitted to do so, and loss resulted, the loss would be thrown upon it. *Ib.*
3. Where a party transfers stock as "executor," the bank must know that there is a will, of which, in Maryland, it is bound to take notice. But where the entry upon the books of a corporation only showed that the stock stood in the name of certain persons, as trustees, without showing who were the *certuis que trusts*, or what the nature of the trust was, it was HELD—That this entry, standing by itself, was not sufficient to put the corporation upon the inquiry, and to make it responsible on the ground of negligence. *Ib.*

See PURCHASERS, 3.

NOTICE OF A WILL.

See LIABILITY OF CORPORATIONS ON TRANSFERS OF THEIR STOCK, 4.

OBJECTIONS TO SALES.

See SALES OF TRUSTEES, 13.

OBLIGOR AND OBLIGEE.

See ASSIGNMENT, 2.

CONTRIBUTION AMONG JOINT OBLIGORS.

OWNERS OF VESSELS, THEIR LIABILITY FOR SUPPLIES.

1. The owner is liable for the necessary supplies for the vessel furnished by order of the master, and if he seeks to escape such liability, he must show, by satisfactory proof, that the credit was given to others. *Abbott vs. Steam Packet Co.*, 542.
2. If the owner can make out, by evidence, that the credit was given to the master *alone* for such supplies, if it appears that there was a special promise taken from him and relied upon, the owner will not be liable. *Ib.*

PAROL AGREEMENT RESPECTING LANDS.

See PART PERFORMANCE, 9, 10.

PAROL EVIDENCE TO CONTRADICT A RECEIPT IN A DEED.

It is the undisputed law of this state that a receipt in a deed acknowledging the payment of the consideration money, is only *prima facie* proof, and may be contradicted or explained by parol evidence. *Elysville Manufacturing Co. vs. Okisko Co.*, 392.

PAROL PROOF.

See EVIDENCE, 11 to 13.

HUSBAND AND WIFE, 2.

PARTIES TO SUITS.

See PRACTICE IN CHANCERY, 20, 25.

PARTITION.

1. An objection to a return made upon a commission to make partition, that the commissioners did not distribute the estate by lot, but at their own discretion assigned their several shares to the parties interested, cannot be sustained either by the practice of the court, the act of assembly, or the rule of the English Court of Chancery in similar cases *Cecil vs. Dorsey*, 223.