

PRESUMPTIONS.

See GENERAL RULES AND MAXIMS OF LAW, 2. LIMITATIONS, 7, 8.
MORTGAGE, &c., 10.

PRIVILEGED COMMUNICATIONS.

1. The rule that communications which a client makes to his legal adviser for the purpose of professional advice or aid, shall not be disclosed, stands upon such firm grounds of public policy, and is so well fortified by authority, that it would be impossible to contest it: *Chev vs. The Farmers' Bank*, 231.
2. Upon every such communication made by a party to his counsel, attorney, or solicitor, the seal of the law is placed, and remains forever, unless removed by the party himself, for whose protection the rule was established. *Ib.*
3. Communications made by a client to a witness in relation to the provisions of her will, in the drawing of which, the witness was acting as her attorney, and the conversations that took place upon that subject, fall clearly within the rule, and must not be disclosed. *Ib.*
4. But a witness must disclose any information pertinent to the cause, which has no necessary connection with his professional character, and which he did not acquire by reason of the confidence reposed in him on account of that character. *Ib.*
5. When a witness makes objection to a question on this ground, he must be understood as making it in behalf of the client; and, therefore, when the client, or the party representing him, stands by, and does not release the witness from the objection not to reveal the information, he must be understood to approve of the objection, and to insist upon his privilege. *Ib.*
6. The proper way to bring the question of privileged communications before a Court of Equity, is, for the witness, when he declines answering the interrogatory, to state his objections before the commissioners, who return the commission with what is called the witnesses' demurrer, and the question is then set down for argument. *Ib.*

PURCHASERS.

1. A subsequent purchaser who has actual notice, at the time of his purchase of a prior unregistered mortgage, cannot avail himself of his purchase against the prior conveyance. This doctrine rests upon the ground of fraud, and is subject to the qualification that the prior unrecorded conveyance shall be available, only in cases where the notice is so clearly proved as to make it fraudulent in a subsequent purchaser to take and record a conveyance in prejudice to the known title of the other. *Ohio Life Ins. & Trust Co. vs. Winn & Ross*, 26.
2. Property in the hands of a bona fide purchaser, from executors who have power to sell, will be protected by compelling the executors, if they have assets, to pay the claims against it. *Latrobe vs. Tierney*, 475.
3. Where a sale is made on credit, and the defendant refuses to give the purchaser possession, it is very clear, that the purchaser cannot be made to pay interest for the benefit of the defendant from the time he was deprived of the possession. *Barnum vs. Raborg*, 516.