

I should have thought, however, but for the additional exception filed on the part of Mrs. Smith, that the letter from George C. Morgan, Esq., to the solicitor of Neale and Luckett, stating the fact of such recovery against Neale and Luckett, in Saint Mary's County Court, would be received as evidence. Being excepted to, however, it of course is incompetent proof, as, without an agreement, the record of the recovery must be produced.

But Neale and Luckett insist that they are not only entitled to receive from the proceeds of these sales the sum which has been allowed to them, but that out of that portion of said proceeds which has been awarded to Mrs. Smith, they should have an additional amount, upon the ground that her deed or assignment to them covers not only the sum specifically mentioned, but such further sums as might become due them for costs, charges, and commissions. It is true, the deed does contain such a stipulation; but, in my opinion, having been executed since the Act of 1825, ch. 50, the stipulation is not effectual. This question was considered by the Court of Appeals, in the case of *Cole vs. Albers and Runge*, 1 Gill, 423, 424. The mortgage in that case was to secure the mortgagees to the extent of \$10,000. It was in evidence, that at the time of its execution there was due from the mortgagor a less sum; but that the mortgagees were responsible for him for other sums, and it was the intention of the mortgage, as shown upon its face, to protect them to the amount of the \$10,000 mentioned as the consideration. The Court, in that case, held that the mortgage was a valid security to the amount of \$10,000, because that sum being mentioned in it, no one could be deceived or prejudiced; but they express a decided opinion, that the practice of taking mortgages to secure specified sums with a clause providing that the mortgaged premises shall be held as a security for future liabilities or advances by the mortgagees to the mortgagor, is forbidden by the Act of 1825, ch. 50. That it is the policy of that Act, that the utmost extent to which the mortgaged premises can be made liable, must appear upon the face of the instrument, and that