sold, should be applied as a credit upon the judgment aforesaid, in part payment of which it was received. The injunction was granted as prayed. Whyte, the insolvent trustee, in his answer to this bill, admits that the Bank became nominally invested with a full title to said stalls; but in equity and good conscience, was entitled to the same only as a security, by way of mortgage for the debt due by Suter to the Bank, of $3,000; and that the same passed to said Fisher as the agent of the Bank, encumbered with the trust that the debt or loan aforesaid of $3,000 should be secured thereby, and that all beyond that debt should enure to the benefit of Suter and his assigns; and that respondent, as his permanent trustee, has the right to administer the same in insolvency.

Afterwards, on the 21st of October, 1848, Whyte filed his bill for an injunction restraining Fisher and his agents, or assigns, from interfering in any way with said stalls or the possession thereof.

This injunction was granted, and the two causes were argued together, upon motions to dissolve the injunctions granted in each.]

THE CHANCELLOR:

These cases have been argued together, and are so connected, as, in the view of the counsel and the Court, to constitute but one suit.

The pecuniary interest involved is inconsiderable, but the questions which the cases present, are not unimportant. The general rule is too firmly established to be questioned, that no matter how absolute a conveyance may be on its face, if the intention is to take a security for a subsisting debt, or for money lent, the transaction will be regarded as a mortgage, and will be treated as such. *Hicks* vs. *Hicks*, 5 *Gill. & Johns.*, 75; *Dougherty* vs. *McColgan*, 6 *ibid*, 275. And though the defeasance was by an agreement resting in parol, still as between the parties, the deed, though absolute on its face, will be considered a mortgage, for parol evidence is admissible to show that an absolute conveyance was intended as a mortgage,