

With regard to the second question, my opinion is, that the defendant Donnell is not entitled to be credited for interest as charged in the account, exhibited with the answer of the defendant Howard, on the money advanced to pay expenses incurred in dividing the estate of Edward G. Williams, and setting apart the \$20,000, for the complainant Mary. It appears to me, that one-half of these expenses was fairly chargeable to Mr. Donnell, under the circumstances stated in the answer of the trustee Howard: and I do not see upon what principle he can be credited with interest upon moneys thus paid.

As the defendant Howard is not interested in the questions which have been argued, I have thought I would not longer withhold my opinion upon them, reserving for further consideration and discussion the claim for commission set up in his answer.

BROWN and BRUNE, for Complainants.
J. MEREDITH, for Defendants.

FRANK H. STOCKETT
vs.
LEMUEL G. TAYLOR, AND OTHERS.

DECEMBER TERM, 1849.

A. MORTGAGED to B. property on which C. held the vendor's lien. C. sells it, to pay the balance of his debt. HELD—That the proceeds of sale, after satisfying C.'s debts, are subject to the mortgage to B.; the rights of the mortgagee not being affected by turning the lands into money, the lien of the mortgage attaches upon the surplus proceeds of sale.

Whatever information is sufficient to put a party upon inquiry, is sufficient notice in equity.

The purchaser of an equity of redemption, sold under a proceeding against the mortgagor, has as clear a right to redeem as had the mortgagor himself.

Where a party purchases an equity of redemption at a sheriff's sale, made