

## EVIDENCE.—Continued.

- prima facie* evidence of the payment of the purchase-money, and may be explained or contradicted by parol. *Spalding vs. Brent et al.* 411.
17. Such receipts are inserted more for the purpose of showing the actual amount of consideration, than its payment; and if the money is not paid, they are intended to mean, that the specified amount had been assumed by note, or otherwise. *Ib.*
  18. The fact that the grantor has in his possession a single bill of the grantee, given to secure the payment of the purchase-money for the land conveyed, is sufficient to countervail the receipt in the deed. *Ib.*
  19. Where a deed is not attacked upon the ground of fraud, accident, or mistake, parol evidence is inadmissible to add to, vary, or change its terms. *Notley Young's Estate*, 461.
  20. When a deed is impeached for fraud, by disproving the consideration expressed in it, a different consideration changing its character cannot be set up. *Ib.*
  21. Where the consideration has not been disproved, parol evidence of the same kind of consideration, differing only in account, may be offered to rebut any imputation of fraud attempted to be cast upon the deed. *Ib.*
  22. A vendee who has sold the land, is a competent witness for his vendor in a proceeding by the latter against the purchaser to enforce the vendor's lien, to show that the purchaser had notice of such lien. *Ringgold vs. Bryan*, 488.
  23. Parol evidence is admissible to show that an absolute conveyance was intended as a mortgage, and that the defeasance was omitted or destroyed by fraud or mistake. *Bank of Westminster vs. Whyte*, 508.
  24. But unless accident, fraud, or mistake can be shown, or in cases of trusts, parol evidence cannot either at law or in equity be admitted to contradict, add to, or vary the terms of a will, deed, or other instrument. *Ib.*

See REGISTRATION OF DEEDS, 6, 8.

PRACTICE IN CHANCERY, 13, 25.

PART PERFORMANCE, 5, 9.

SALES BY TRUSTEES, 1, 3.

FRAUDULENT CONVEYANCES, 22, 23, 24.

VENDOR'S LIEN, 1.

## EXCEPTIONS TO ANSWERS.

See PRACTICE IN CHANCERY, 17, 19.

## EXECUTORS AND ADMINISTRATORS.

See GUARDIAN AND WARD, 8, 11, 15.

EVIDENCE, 13.

## EXTINGUISHMENT.

See CHARGES UPON LANDS DEvised, 1.

MERGER.

## FIXTURES.

1. A steam-engine and boiler placed in and affixed to a cotton factory, and constituting a part of the motive power thereof, are fixtures, and, as between mortgagor and mortgagee, belong to the latter, though placed in the building after the execution of the mortgage. *McKim & Kennedy vs. Mann*, 186.
2. Where a mortgage contains no express stipulation, one way or the other,