

MULTIFARIOUSNESS.—*Continued.*

the advancement of justice, by avoiding, on the one hand, unnecessary litigation, and on the other, needless and oppressive expenses. *Ib.*

3. If a bill be liable to be dismissed for multifariousness, the rule is, that it must be dismissed absolutely, and *in toto*, and not retained to any extent, and made the foundation of partial relief. *Ib.*
4. A bill was filed by creditors attacking certain alleged fraudulent conveyances, and a receiver appointed; there was afterwards an amended bill, attacking other conveyances of the same grantor, and asking that the receiver might be ordered to sell certain property alleged to be in danger of loss; and, upon due notice served upon defendants, an order passed accordingly, and a large amount of property sold by the receiver. Two of the defendants to the original, and one to the amended bill, then came in, and demurred to the latter bill, on the ground of multifariousness. **HELD**—
That, under the special circumstances of this case, it would be most inconvenient to allow this demurrer to prevail, and that it should, therefore, be overruled. *Ib.*

MULTIPLICITY OF SUITS.

See PRACTICE IN CHANCERY, 32.

NOTICE.

1. Whatever is sufficient to put a party upon inquiry, is good notice in equity. *Ringgold vs. Bryan, 488. Stockett vs. Taylor, 537.*
2. The fact that complainant was in possession of part of the premises purchased, is sufficient to put the purchaser upon inquiry; and if he neglects to inform himself of the nature of complainant's rights, he must take the consequences of his neglect. *Ringgold vs. Bryan, 488.*
3. The complainant, who was the original vendor of the land, was in possession of part of it, when it was purchased from her vendee. **HELD**—
That this was sufficient to put the purchaser upon inquiry as to all the terms and conditions of the contract between the complainant and her vendor, and he must be considered as affected with notice of them all. *Ib.*

See PRACTICE IN CHANCERY, 5, 8, 68.

REGISTRATION OF DEEDS, 1, 2, 7, 8, 12, 13, 14.

HUSBAND AND WIFE, 14.

MECHANICS' LIEN, 6, 7, 8, 9.

SALES BY TRUSTEES, 2, 3.

INSOLVENT DEBTOR, 3, 4.

NOTICE TO CORPORATION.

VENDOR'S LIEN, 2.

EVIDENCE, 15.

NOTICE TO A CORPORATION.

1. Notice given to a director of an incorporated institution, privately, or which he acquires from rumor, or through channels open to all alike, and which he does not communicate to his associates at the board, will not bind the institution. *The U. S. Ins. Co. vs. Shriver et al., 381.*
2. But if the notice is given to him officially, for the purpose of being communicated to the board, although such notice should not be so communicated, the institution is bound by it. *Ib.*