

When a party founds his claim upon the validity of a marriage, or the legitimacy of any one, such validity or legitimacy must be decided by the court, 454.

### MONEY.

Money ordered to be paid out to the attorney in fact, or to the solicitor of the party.—*Hoye v. Penn*, 40.

Money will not be paid to the mere guardian *ad litem* of the defendant.—*Corrie v. Clarke*, 86.

Money may be brought into court by a trustee under a decree if he doubts as to its proper application.—*Wells v. Roloson*, 456.

To obtain an order upon a defendant to bring money into court, before the final hearing, it must appear, that he who asks it has an interest in the money, that he who holds it has no equitable right to it, and the facts as then shewn must be open to no further controversy.—*McKim v. Thompson*, 156.

After a bill filed if the purchaser, being in possession, exercises acts of ownership he may be compelled to bring the purchase money into court, 161.

Where it is agreed, that a debt shall be secured by negotiable notes payable six months after date, and the party fails to give the notes, the debt shall bear interest from the day when the notes, had they been given, would have fallen due.—*Chase v. Manhardt*, 341.

A debt shall not carry interest during the time the debtor is legally restrained from paying it, 342.

If a creditor receives or recovers the principal so as not to relinquish his claim to interest, he may afterwards sue for and recover the interest, 346.

Where there has been no decree to account, but the sum has been ascertained by the auditor by consent, the interest ought not to be made principal as in other cases.—*Hoye v. Penn*, 34.

Where a decree for a sale expressly or tacitly affirms the validity of the plaintiff's claim, interest upon it is a subject of further directions.—*Strike's case*, 70.

In a creditor's suit the claims as adjusted carry interest until paid, if the proceeds be sufficient to pay all.—*Millar v. Baker*, 148.

In a creditor's suit each claimant is entitled to a proportion of the interest arising on the purchase money of the estate sold, according to the sum stated by the auditor to be then due him.—*Low v. Conner*, 469.

### MORTGAGE.

Decree to redeem directing an account to be taken of the rents and profits and waste while in possession of the mortgagee, allowing for repairs and lasting

improvements.—*Rawlings v. Stewart*, 22.

To ascertain the true nature of the contract the court may look into all the contemporaneous agreements and dealings between the parties.—*H. K. Chase's case*, 225.

The distinction between a mortgage and a sale with a covenant for repurchase, 225.

If the husband and wife join in making a mortgage her right of dower can be affected only to the extent of the mortgage, and she may call on the personal representative of the husband to discharge the mortgage, 227.

Not less than twenty years can operate as a bar of a mortgage or equitable lien although the bond or note may be barred by twelve or three years.—*Lingan v. Henderson*, 282.

A holder of an equitable lien cannot be compelled by the usual notice to come in under the decree in a creditors suit, but if he does come in the purchaser will take clear of his claim.—*Millar v. Baker*, 148.

A decree to redeem may be made to result in a foreclosure.—*Colegate D. Owings' case*, 404; *Etchison v. Dorsey*, 537.

Where the defendant fails to answer, and the mortgage debt is established by the mortgage and the plaintiff's affidavit, no commission need be issued; the bill may be at once taken *pro confesso*.—*Clapham v. Clapham*, 127.

A responding defendant will be permitted to shew payments either before a decree or after before the auditor, 127.

### NE EXEAT.

A *ne exeat* as well as an injunction may be granted upon the same bill, and at the same time.—*Bryson v. Petty*, 182.

### ORDERS.

An order to take testimony and to shew cause as to the sufficiency of an appeal bond.—*Ringgold's case*, 6.

A special order affirming the auditor's report in part, and directing a distribution accordingly.—*Hoye v. Penn*, 36.

Further directions are those orders given for the purpose of following out the equity which has been substantially established by the decree.—*Strike's case*, 69.

Where a decree declares certain conveyances to be void and directs the property to be sold, it virtually establishes the plaintiff's claim, leaving interest, rents and profits, allowances for improvements, and every thing in relation to the claims of other creditors who may come in for further directions, 70.

The form of an order *nisi* to have the bill taken *pro confesso*.—*Burch v. Scott*, 114