

And all *John* can claim, by virtue of this deed, is indemnity and reimbursement for any money so by him advanced.

In the ordinary case of a mortgage the grantor is the actual debtor of the grantee; and it is stipulated, that the estate conveyed shall be absolute if the grantor fails to pay at the appointed time. In this case the grantee undertakes to put himself in the place of the creditors of the grantor, or to satisfy those claims, and if he fails to do so, then, it is stipulated, that the estate conveyed shall be void. The object of the grantor, in both cases, is the payment of his debts; and in both, security is the object of the grantee. That security, in equity, extends no further than complete reimbursement; the payment of the whole principal and interest due, and no more. (b) There is no clause in this indenture authorizing *John Hook* to sell the property, and to apply the proceeds to the payment of the claims of the enumerated creditors; and even if there were, it would not have destroyed the redeemable quality of this mortgage, or the resulting use arising out of the nature of this deed. (c)

It is alleged, that the late *John Hook* and his representatives have altogether failed to pay the specified debts in compliance with the stipulations of the deed; if so, *Anthony Hook* had, and his representative now has, a right to a return of this property, with its profits; or, at least, to redeem it on the payment of so much as has been advanced by *John Hook* or his representatives in satisfaction of those claims.

It has been urged, that there is not the least room to deduce from this deed any thing like an implied, or resulting use to *Anthony Hook* and his representatives; because, it is declared to have been made, not only for a valuable consideration, as the payment of debts, and also of five shillings; but likewise for a good consideration, as the natural love and affection from the father to the son.

The doctrine of a resulting use, first introduced the notion, that there must be a consideration expressed in the deed, or otherwise nothing would pass, but it would result to the grantor. It is certain, however, that the rule, in relation to trusts by implication or operation of law, is by no means so large as to extend to every mere voluntary conveyance; and, consequently, if this deed stood alone upon the valuable consideration of five shillings, and upon

---

(b) *Hughes v. Edwards*, 9 Wheat. 495.—(c) *Turner v. Bouchell*, 3 H. & J. 106.