

An injunction may be granted to protect the mortgaged property before the debt becomes due, 180.

A sale, instead of a foreclosure of an infant's mortgaged estate, must always be for his benefit.—Williams' case, 194.

In a decree for the sale of a mortgaged estate, the mortgagor must always be allowed time to pay the debt before a sale.—*Jones v. Betsworth*, 194.

But the allowing of further time by the decree to the mortgagor to pay the debt, seems to be unjust.—Williams' case, 196, note.

The tacking of one claim to another is never allowed, to the prejudice of other creditors.—*Coombs v. Jordan*, 330.

A mortgagee in possession may be allowed for lasting improvements.—*Neale v. Hagthorp*, 590.

#### NUISANCE.

The natural condition of certain land declared to be a nuisance, which the owner of the soil was required to remove.—*The Wharf case*, 376.

A gunpowder manufactory not a nuisance because of the loose manner in which the edifices have been constructed.—*The Bellona Company's case*, 447.

#### PARTITION.

This court has jurisdiction to make partition of real and personal estate; but if the personalty be in the hands of the executor or administrator it should be distributed under the authority of the Orphans Court.—*Hewitt's case*, 185.

#### PARTNERSHIP.

Partnership debts must be first paid out of the joint estate; and the separate debts first paid out of the separate estate.—*Simmons v. Tongue*, 356.

A partnership may be dissolved by the act of God, as by insanity; by the act of the government, as by a war between the countries of the partners; or by some of the members becoming a body politic.—*The Cape Sable Company's case*, 674.

#### PLEAS AND PLEADING.

Where the purchase money of land is the consideration of several bonds, the contract is so entire, that if the consideration be shewn to be insufficient by any one defendant, such defence will enure to the benefit of all others, even as against whom the bill might otherwise have been taken *pro confesso*.—*Walsh v. Smyth*, 16.

But where there is a ground of relief available by all the plaintiffs obligors, any of them may waive the benefit of it without affecting the others, 25.

A demurrer or a plea may be said to answer the bill; but they are not that kind of answer which it calls for.—*Salmon v. Claggett*, 135.

A demurrer or plea only supposes the facts stated in the bill to be true; and therefore such facts cannot, in another case, be given in evidence as admissions of the defendant, 135, 140.

A demurrer supposes the facts stated in the bill to be true; but avers, that they constitute no ground of relief, 135.

A plea supposes the facts set forth in the bill to be true; but states other facts which displaces the equity; or it affirms the legality of that which is impeached by the bill, 135, 147, 149.

The form of an incongruous plea with an answer in its support.—*Bissett v. Bissett*, 135, note.

After a plea has been overruled, the defendant may be examined on interrogatories to supply the defect.—*Salmon v. Claggett*, 147.

A demurrer or a plea may be amended or ordered to stand for an answer, 148.

The cases which consider any matter in avoidance embodied in an answer as operating like a plea make a new use of an answer which cannot be allowed, 149, 158.

The nature of a bill of discovery.—*Price v. Tyson*, 397.

A defendant, in answering a bill of discovery, may set forth any pertinent matter in avoidance, 397.

No matter, stated by way of answer, which affords such information as the bill calls for, or which may be needful as a defence, can be deemed impertinent, 400, 404.

Nor can any matter which is pertinent to the case, be deemed scandalous, 400, 404.

The legality of evidence brought out by a bill of discovery, must be determined by the court of common law for whose use the discovery was made, 405.

#### PORT.

The nature of a public sea-port.—*The Wharf case*, 369.

In all public ports there are rights affecting commerce, internal government, and private property, by which the title to and use of a wharf therein must be controlled, 371.

#### PRACTICE.

Where the contract is entire, a good defence going to the whole, by one defendant must enure to the benefit of all, even those against whom the bill might otherwise have been taken *pro confesso*.—*Walsh v. Smyth*, 16.

But where there is a ground of relief available to each of several plaintiffs,