

155.

See notes to section 154.

157.

A contention that the action of the lower court was irregular in directing that the denial of the fraud alleged in the bill, by which the defendants supported their plea as required by this section, should stand for an answer, held premature even if such question could be entertained on appeal in view of the rule that the allowance or refusal of such an amendment is within the discretion of the trial court. *Wilmer v. Placide*, 128 Md. 172.

168.

When answers are not required to be under oath, though they are under oath, they have the same effect as if they were not. The only way of setting up the insufficiency of an answer, whether it is under oath or not, is by exceptions. Exceptions erroneously overruled. *Coan v. Cons. Gas E. L. & P. Co.*, 128 Md. 531.

169.

See notes to section 168.

187.

This section referred to in deciding that a petition lay to rescind a decree after it is enrolled. *Whitlock Cordage Co. v. Hine*, 125 Md. 107.

200.

See notes to article 5, section 27.

206.

For a special case stated under this section involving the question of the right of a mortgagor in a deed of trust to use the proceeds of certain of the trust property which was unprofitable in reimbursing itself for new buildings, equipment, etc., see *Mercantile T. & D. Co. v. G.-B.-S. Brewing Co.*, 122 Md. 503.

For a special case stated under this section involving the validity of a devise to a church corporation, see *Conner v. Trinity Church*, 129 Md. 361.

207.

See notes to section 206.

208.

See notes to section 206.

216.

This section applies only to decrees against plaintiffs passed by courts of original jurisdiction; it has no application where the decree for costs is rendered in the Court of Appeals. *Marshall v. Marshall*, 124 Md. 261.

Sales.**228.**

Under this section a court of equity, with all the interested parties before it, may decree the sale of any kind of an estate. This section held applicable, if the facts justify it, to property held as tenants by the entireties where the property has been injured by fire. *Masterman v. Masterman*, 129 Md. 179.