

this section, prevents action on first bill from being adjudication of matters presented in second bill. First Mort., etc., Assn. *v.* Nelson, 151 Md. 187.

Case believed not to be within this section and the two following ones. What these sections contemplate. Wolf *v.* Oldenburg, 154 Md. 359 (separate opinion).

17.

See notes to sec. 16.

18.

To last note to this section, page 2205, vol. 2, of Code, add: *Cf.* Wolf *v.* Oldenburg, 154 Md. 358.

See notes to sec. 16.

19.

This section applied in Smith *v.* Pritchett, Daily Record, April 8, 1935.

20.

A tenant from year to year where tenancy created after premises were mortgaged had no right of possession against purchaser. Smith *v.* Pritchett, Daily Record, April 8, 1935.

Cited but not construed in Ahrens *v.* Ijams, 158 Md. 416.

21.

Cited but not construed in Williams *v.* Safe Dep. & Tr. Co., 167 Md. 504.

24.

Deficiency decree against wife properly entered under this section, though she may not have been fully aware of contents of note and mortgages. Kushnick *v.* Lake, etc., Assn., 153 Md. 638, distinguished. Bletzer *v.* Cooksey, 154 Md. 574.

If sale of mortgaged property fails to satisfy mortgage debt, interest and costs, the mortgagee may proceed as common creditor against mortgagor for the balance unless he is estopped by his deed or acts *in pais*. Mizen *v.* Thomas, 156 Md. 319.

Cited but not construed in Prodis *v.* Constantinides, 167 Md. 36.

Petition under this section not available if barred by art. 53, sec. 3. Henry *v.* Harrington. Daily Record, Feb. 4, 1935.

See notes to art. 16, sec. 232.

25.

Notwithstanding this section, in view of art. 16, sec. 35, and art. 21, secs. 19 and 21, and sec. 44, *et seq.*, when corporation transfers mortgage note, the debt, as between holder of mortgage and assignee of notes, becomes property of latter, and mortgage is held by mortgagee in trust for assignee. Rights of such assignee superior to subsequent judgment creditor of assignor, as well as to prior general creditors or trustee in bankruptcy. Object of this section. *In re* Bowling Const. Corp., 19 Fed. (2nd), (Dist. Ct. Md.), 604. (Affirmed in Sapero *v.* Neiswender, 23 Fed. (2nd), (C. C. A. 4th), 403, pointing out that a contrary construction would nullify provision of art. 13, secs. 49, 50, 70, 71, 75 and 76).

This section determines ownership of debt secured by mortgage only as it affects conflicting claims with respect to rights under mortgage or in property embraced therein. Sapero *v.* Neiswender, 23 F. (2nd), (C. C. A. 4th), 405.

Mortgage clause on insurance policy held not to enure to benefit of purchasers of property under foreclosure. Royal Ins. Co. *v.* Drury, 150 Md. 229.

Where mortgagee has assigned mortgage and mortgagor in ignorance of it pays interest and principal to mortgagee, who dies without turning money over to assignee, mortgagor, and not assignee, must bear loss. Bowen *v.* Kelbaugh, 147 Md. 367; Sennett *v.* Taylor, 157 Md. 110.