tificate in a benefit society is not waived by the fact that the financial reporter of a subordinate lodge is in the habit of receiving payment of assessments after the end of the month for which they are levied and within which they are payable under the penalty of suspension and a forfeiture of the benefit certificate, when there is no evidence that the supreme lodge, which is sued on the certificate, is aware of such habit.

3. BENEFIT SOCIETIES—*Payment of assessments—Forfeiture—Waiver.* Where the arrears for which a member of a benefit society stands suspended, and his benefit certificate forfeited, have not been paid at the time of his death, no waiver of the forfeiture can be implied from the fact that the local treasurer had previously been in the habit of receiving payment of such arrears after the dates at which they were payable.

JORDAN & OTHERS v. LIGGAN & OTHERS.—Decided at Richmond, February 10, 1898.—*Keith*, P. Absent, *Cardwell*, J:

1. CHANCERY PLEADING—*Multifariousness—Fraud.* No general rule can be laid down as to what constitutes multifariousness. In cases involving the question of fraud great latitude is allowed both as to the circumstances charged and the parties impleaded, provided one connected scheme of fraud be averred. If justice can be conveniently administered by the mode of proceeding adopted the objection of multifariousness will not lie unless it is so injurious to one party as to render it inequitable and unjust to accomplish the general good at his expense.

2. CHANCERY PLEADING—*Multifariousness—Fraudulent conveyances.* A bill is not obnoxious to the objection of multifariousness which charges that a deed of trust which it assails confers on the trustee powers inconsistent with his duty to the creditors secured, and adequate to defeat the trust, and also charges that one of the debts secured is fraudulent, narrating the circumstances which lead up to the latter charge. The narrative is surplusage.

3. CHANCERY PLEADING—*Multifariousness—Several causes of action—Causes not sufficiently stated.* In order that a bill may be multifarious as presenting several causes of action it is necessary not only that the different grounds must be wholly distinct, but each must be sufficient as stated in the bill. If either is, for any reason, insufficient it will be treated as a nullity and the court may proceed to act on the ground sufficiently stated.

4. FRAUD—*How charged—How proved.* Fraud must be alleged, as well as proved. It cannot be stated argumentatively. The charge must be direct, and the proof clear.

DULANEY v. WILLIS AND OTHERS.—Decided at Richmond, February 10, 1898. *Harrison*, J. Absent, *Cardwell*, J:

1. TRUST DEED—*Name of trustee omitted—Equitable mortgage.* A deed of trust on real estate to secure creditors, in which the name of the trustee is left blank, is an equitable mortgage, and may be enforced as such, for the benefit of the creditors secured. Whatever may be the form of a contract, if it is intended thereby to create a security, it is an equitable mortgage, and enforced on the principle that equity treats that as done which, by agreement, is to be done.

2. GENERAL CREDITORS—*Rights in decedent's estate—Specific liens not recorded.* The rights of general creditors of a decedent are subject to all equities attaching to the decedent's estate at the time of his death. General creditors take the estate in the plight in which they find it, and their rights cannot be enlarged or enforced beyond their debtor's to the prejudice of a creditor who has taken a lien which he had not recorded, or which cannot be recorded. The creditor who seeks to assail the lien must come with a lien of judgment or otherwise giving him a right to charge the property specifically.

BREEDEN AND OTHERS v. HANEY AND OTHERS.—Decided at Richmond, February 10, 1898. *Harrison*, J. Absent, *Cardwell*, J:

1. EJECTMENT—*Interlocks — Evidence of possession outside of interlocks.* In an action of ejectment to recover a larger tract of land, of which defendants claim title to two parcels or interlocks, it is not error to admit evidence of the possession of the plaintiff of the larger tract outside of the interlocks in controversy, where the plaintiff's claim is based on adverse possession under color of title. He has the right to show the character of his possession, and it is for the jury to determine whether it is such as the law requires in such cases.

2. EJECTMENT—*Interlocks—Possession of part of one of several interlocks.* Where two interlocks, acquired at different times from different persons, are claimed by a defendant in ejectment, and the plaintiff's title is based on adverse possession under color of title, he must show that he had possession of some portion of each interlock for the statutory period before his title can ripen and extend to the whole of both interlocks.

3. EJECTMENT.— *Interlocks — Possession.* A plaintiff in ejectment relying on adverse possession, although he may show adverse possession of other portions of a tract of land, cannot recover an interlock no part of which was ever in his actual possession, but which has been for a long time in the actual possession and enjoyment of the defendant.

ATLANTIC & DANVILLE R. CO. v. IRONMONGER.—Decided at Richmond, February 10, 1898. *Buchanan*, J. Absent, *Cardwell*, J:

1. NEGLIGENCE. — *Driver and passenger.* The negligence of the driver of a vehicle cannot be imputed to a passenger therein, where the passenger, as in a case like this, is in the vehicle on the invitation of the owner and driver. If the passenger himself has been guilty of contributory negligence he is excluded from recovery on account of his own negligence, and not because of the negligence of the driver.

2. HUSBAND AND WIFE.—*Personal injury to wife—Loss of services—Cost of cure.* Notwithstanding the provisions of chapter 103 of the Code, the husband is still entitled to the services of the wife and is bound for her support; and, in an action by her to recover damages for personal injuries, loss of time, is not a proper element of damage, unless it be averred in the declaration and shown in the proof that she was a sole trader; nor are the costs of her cure, unless it be averred and proved that she paid such costs out of her separate estate.

3. INSTRUCTIONS—*Harmless error.* Erroneous instructions cannot be said to be